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ABSTRACT

This collection of collective bargaining agreements contains contracts for two Ohio two-year colleges. The first agreement, between Edison State Community College and the Edison State Education Association, covers the contract period from 1989 to 1992. The 21 articles in the contract set forth provisions related to union recognition, management rights, association rights, contract year, workload and responsibilities, faculty rank and salary, individual contracts, evaluations, personnel files, outside commitments, authorized leaves of absence, supplemental benefits, sick leave, college-related travel, state teachers retirement system (STRS) tax deferral plan, no strike and no lock-out provisions, grievance procedure, termination of employment, separability, alteration of agreement, and term of agreement. The second agreement, between the Jefferson Technical College District Board of Trustees and the Jefferson Technical College Education Association, covers the contract period between 1989 and 1991. The agreement contains 29 articles which focus on the following: management rights, job security, individual contracts, fringe benefits, tuition remission/reimbursement, leaves, payroll deduction option, STRS, the retirement incentive program, additional compensation and contracts, personnel files, evaluations, faculty rank, continued performance, travel policy, workload, reduction-in-force, grievance/arbitration procedure, salary schedule, severability, no reprisal clause, and contract duration. Appendixes contain a grievance report form, a faculty member salaries chart, and a memorandum of understanding. (JMC)

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Selected Collective Bargaining Agreements of Ohio Two-Year Colleges

Part of a collection of collective bargaining agreements compiled by the National Education Association

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Agreement

between

Edison State Community College

and the

Edison State Education Association

Term Expires August 31, 1992

AGREEMENT BETWEEN EDISON STATE COMMUNITY COLLEGE
AND THE
EDISON STATE EDUCATION ASSOCIATION

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AGREEMENT

This AGREEMENT made and entered into as of this fourteenth day of June, 1989, at 10:22 p.m., by and between the EDISON STATE COMMUNITY COLLEGE, hereinafter referred to as the "College," and the EDISON STATE EDUCATION ASSOCIATION, an affiliate of the OEA/NEA, hereinafter referred to as the "Association," and jointly hereinafter referred to as "parties":

W I T N E S S E T H:

WHEREAS, the Association recognizes that the College has the full and exclusive responsibility and obligation of providing education and training for the students enrolled in its system; and

WHEREAS, the College recognizes the Association as the exclusive collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement respect and promote said responsibility and obligation of the College as well as the interest of its employees; provide the highest quality education and training; prevent interruptions to and interferences with the College's services and programs; and set forth herein the rates of pay, hours of work and conditions of employment for the employees covered by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto

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agree as follows:

ARTICLE I
RECOGNITION

Section 1. The College recognizes the Association as the sole and exclusive representative of the employees of the College, as hereinafter defined, for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment. Except as hereinafter limited, the terms "employee" or "employees" as used herein shall apply to persons who are employed as full-time teaching faculty of the College.

Except as hereinafter limited, the terms "employee" or "employees" as used herein shall exclude all other employees of the College, including but not limited to:

a. Full-time teaching faculty not employed at the time of execution of this Agreement -- such new full-time faculty to be covered by the Agreement upon the completion of ninety (90) days of employment;

b. Part-time faculty members; and

c. Temporary faculty, instructional assistants, tutors and employees whose appointments are primarily funded through special grants;

d. Associate Deans/heads/directors and employees of non-academic departments or programs;

e. Administrators at the level of Associate Dean and above.

Section 2. If no sooner than one hundred and twenty (120) days and no later than ninety (90) days

prior to the expiration date of this Agreement 30% or more of the employees in the bargaining unit sign a petition which is presented to the College requesting that a representation election be conducted, a secret ballot election shall be held under the auspices and rules of the State Employment Relations Board to determine whether the Association shall continue to be recognized as the exclusive bargaining representative for full-time teaching faculty or whether no such representative is desired by such faculty members. The parties agree that such election will be held by mutual consent. Said election shall be held no later than the expiration date of this Agreement. The Association shall continue to be recognized by the College as the sole and exclusive bargaining representative for employees in the bargaining unit only if the Association receives a majority of the votes cast by eligible voters in the bargaining unit in the election.

Section 3. The College and the Association agree that membership in the Association shall not be compulsory. The Association agrees that neither it nor any of its officers or members will intimidate or coerce any employee with respect to becoming or remaining a member of the Association. The College agrees that it will not intimidate or coerce any employee with respect to becoming or remaining a member of the Association.

ARTICLE II
MANAGEMENT RIGHTS

The Association recognizes that the College maintains the sole and exclusive right to manage its operations in such manner as the College shall determine. All rights, functions and prerogatives of management not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively by the College. The College's right to manage its operations shall include, but not be limited to, its rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of services, budget, utilization of technology, organizational structure, facilities and equipment, and policy determinations;

2. Direct, supervise, evaluate, and hire employees;

3. Maintain and improve the efficiency and effectiveness of College operations;

4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy, size and composition of work force;

7. Determine the overall mission of the

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College;

8. Effectively manage the work force and maintain discipline, safety and order;

9. Take actions to carry out the mission of the College as a governmental unit;

10. Establish, modify and enforce reasonable rules of conduct; and

11. In general, do all things appropriate and incidental to the grant of authority under the Ohio Revised Code.

ARTICLE III
ASSOCIATION RIGHTS

Section 1. The Association shall be permitted to use College facilities at no cost, as in the past, for purposes of transacting official Association business, provided that such meetings do not interfere with the normal hours and operation of the College. The use of College facilities by the Association must be approved by the appropriate administrative officer of the College, and such approval shall be determined within the guidelines of College policy.

Section 2. The Association shall be permitted reasonable use of the College's bulletin board in the staff lounge and faculty mailboxes for communicating with members of the bargaining unit.

Section 3. Access to photocopying machines shall be available to the Association at the same cost as access to the College's public access machine(s), provided no secretarial or clerical help is required by

the Association.

Section 4. The College will deduct from the pay of the members of the Association covered by this Agreement any dues, assessments and fees levied in accordance with the constitution and bylaws of the Association and its affiliates. Deductions shall be made only following receipt from the Association of individually signed authorization cards executed by Association members for that purpose. The College's obligation to make deductions will terminate automatically upon receipt of revocation of authorization by an employee due to termination of employment, transfer to a job classification outside the bargaining unit, or termination of affiliation with the Association. All authorized deductions will be made from the Association members' pay on a regular biweekly basis, November through June. Pay deductions shall be transmitted to the Association monthly, November through June.

The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement.

Section 5. Neither the College nor the Association shall discriminate against any employee because of the employee's membership in or activity on

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behalf of the Association.

Section 6. The College shall provide to the Association a current Procedures Manual and all updated materials as they accrue.

ARTICLE IV
CONTRACT YEAR

Each faculty member will be assigned duties by the College on a maximum of one hundred and eighty-five (185) days between September 1 and two (2) calendar days after the final day of the spring term final exam period, inclusive. Commencement shall be included as an assigned duty day. The College reserves the right to establish and change the annual academic calendar; provided, however, the College will, in the exercise of its sole discretion, endeavor to provide such periods between the terms of the academic year as are appropriate, in view of the College's operational goals, during which periods no duties will be assigned to faculty members without their consent.

A calendar of required days of obligations for a contract year will be provided to each faculty member on or before August 1 preceding the beginning of the contract year.

In the event that the College adopts an academic calendar other than the quarter system currently in use, the College will, upon request by the Association, meet with the Association and discuss such adjustments as may be indicated by the new calendar.

ARTICLE V
WORKLOAD AND RESPONSIBILITIES

Section 1. Definition. Full-time faculty are those persons employed to provide instruction during a regular academic year whose assigned load is a minimum of forty-five (45) contract hours. This definition does not apply to faculty appointed on a temporary basis. Contract hours taught during summer sessions or contracts and hours associated with teaching courses and seminars for the Business and Industry Center cannot be applied toward the forty-five (45) hour minimum.

In special cases, the Chief Academic Officer can reduce a specific full-time faculty member's required minimum. Reduced teaching assignments shall be offset by other instructionally related duties as assigned by the Chief Academic Officer.

Section 2. Duties and Responsibilities: The duties and responsibilities of each faculty member shall include teaching and effective advisement of students; service to the College, including participation in appropriate non-classroom teaching functions and performance of assigned administrative obligations; and on-going professional development and professional service. In order to fulfill these duties and responsibilities, each faculty member shall be familiar with the philosophy and objectives of the College, and, in carrying out these duties and responsibilities, each faculty member shall work within

the plans and policies of the College. Accordingly, each faculty member shall:

a. Provide instruction and conduct classes in accordance with the philosophy of the College and within the scope of a defined course of study.

b. Cooperate in the development and revision of curriculum, preparation of course outlines, selection of textbooks, library materials, equipment and supplies, and the selection and preparation of instructional materials.

c. Evaluate student progress through appropriate methods, including regularly scheduled and final evaluations.

d. Keep accurate records and submit punctually grade reports and other reports required by the Administration.

e. Advise students in cooperation with the counseling staff and refer to the counseling service any students whose scholastic or personal needs require special attention.

f. Meet all assigned classes and maintain an approved, posted schedule of office hours.

g. Attend faculty meetings, division meetings, and other meetings as required.

h. Assist in the registration and pre-registration of students as assigned.

i. Assume responsibility for keeping a credential file current by providing, on at least a yearly basis, all evidence of professional growth.

j. Maintain, to the extent reasonably

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possible, appropriate conduct of students in the classroom.

k. Be responsible for prudent and effective use of equipment and instructional supplies.

l. Develop, obtain approval of the appropriate Associate Dean for, and carry out a planned program of individual professional development and professional service.

m. Prepare annually, as required by the Chief Academic Officer, individual goals and performance objectives.

n. Serve on committees and coordinate the activities of program advisory committees.

o. Participate in the College's promotional activities and engage in activities that contribute to the College's efforts to recruit students.

p. Participate in the Speakers' Bureau; sponsor or assist with student clubs or activities, and participate in College-sponsored in-service training programs.

q. Substitute for colleagues for approved absences.

r. Assist part-time faculty who teach in the faculty member's field of study.

s. Supervise assigned student workers.

t. Participate in College-sponsored and College-related community service activities.

u. Perform such other duties as the appropriate Associate Dean or the Chief Academic Officer

may assign for the good of the College.

All of the duties and responsibilities on the above list may not be applicable to every faculty member every year, but faculty members are subject to having any of the duties and responsibilities assigned in a given year.

Section 3. Class and Office Hours:

a. Meeting Classes: Faculty shall meet their classes for all assigned hours, and no class shall be cancelled or rescheduled without authorization of the appropriate Associate Dean or his designee. Faculty who are absent during assigned class hours without authorization are subject to pay reduction or other disciplinary action. An authorized absence shall be covered by substitution or by having the work made up fully. Any absence requires that suitable arrangements, such as outside readings, writing assignments, individual study, make-up class or coverage by another faculty member, be made by the faculty member. The faculty member's proposal for covering the classes missed will be submitted to the appropriate Associate Dean. Verification of such coverage by the appropriate Associate Dean shall be required.

b. Substitution: On occasions when a full-time faculty member is absent from class, other full-time members of the staff may be asked to teach the class without reimbursement. The appropriate Associate Dean will attempt to equalize such assignments so that the additional assignments will not become a burden to any person. Assignments of this order will be

considered part of the regular hours for the faculty members involved.

In exceptional cases, such as prolonged illness of a full-time faculty member, another faculty member may be asked, at the discretion of the Chief Academic Officer, to substitute at the overload pay rate specified in this contract. Any hours involved in substituting for pay must be outside the regularly scheduled hours of the substituting faculty member and shall be agreed to in writing.

c. Office Hours/Advisement: During the academic year, each faculty member shall schedule six (6) office hours each week in which classes are in session. With the written approval of the appropriate Associate Dean, a faculty member's normal schedule of six office hours may be revised during the weeks of final exams. At least one office hour shall be scheduled each day that the faculty member is assigned classes. At least one office hour shall be scheduled on each of four of the College's six class days. Office hours shall be scheduled such that students and prospective students shall have reasonable accessibility. Evening hours shall be required when the faculty member is assigned evening classes.

Full-time faculty members may be assigned additional advising hours during the three days preceding the Thanksgiving holidays.

An office hour is defined as a sixty-minute (60) period in which the faculty member is present in his

office and available to students or the administration for consultation. In the event that a student may best be served through consultation in another campus setting, e.g., the library or a laboratory, it shall be the responsibility of the faculty member to notify the faculty secretary of the location where the consultation will occur and the anticipated duration of the consultation and to notify the secretary of his return to his office.

Full-time faculty members who teach during one or more of the College's summer sessions shall maintain scheduled office hours at the rate of two-tenths (2/10) an office hour per class hour per day.

Office hours shall be clearly posted on the individual faculty member's office door, with a copy forwarded to the divisional secretary no later than the fifth class day of each term.

d. Teaching Load: Each full-time faculty member shall be expected to teach fifteen (15) contract hours* per quarter during the academic year. Each contract hour taught in excess of fifteen (15) in any quarter during the academic year shall constitute an overload.

*A contract hour is defined as one fifty-minute (50) hour of lecture weekly for the full academic quarter. Each weekly hour of laboratory, clinic, or studio shall be equated to three fourths (3/4) contract hour; each hour of scheduled tutoring shall be equated to one-quarter (1/4) contract hour; each credit hour of independent study taught shall be equated to one-tenth (1/10) contract hour. Where "blocking" of multiple courses occurs, the faculty member's load shall be based on the contribution to that load generated by one of the blocked sections; if the blocked sections carry differing contract hour values, the highest shall be used.

e. Overload and Summer Teaching Assignment:

All assignment of full-time faculty to overloads and summer teaching shall be at the discretion of the College. To the extent that timing, economic conditions, and instructional effectiveness allow, full-time faculty members will be given first consideration for overload and summer teaching assignments. No faculty member shall teach in excess of a total of twelve (12) contract hours during all of the summer sessions, nor in excess of sixty (60) contract hours during any regular academic year. In special circumstances, the Chief Academic Officer may extend the summer session maximum to thirteen (13) contract hours. The Chief Academic Officer may approve extending the contract hour maximum in order to accommodate independent study assignments. When a full-time faculty member is assigned overload or summer teaching, his pay for each contract hour of such assignment shall be at the rate of $325/contract hour.

Exclusive of activities of the Business and Industry Center, and to the extent that timing, economic conditions, and instructional effectiveness allow, full-time, qualified faculty will be given first consideration for supplemental, instructionally-related contracts. When such contracts are offered, including those which may be offered by the Business and Industry Center, the faculty member will be given the opportunity to accept the contract on a Form 1099 payment basis or as an addition to the regular payroll. If the payroll option is selected, the faculty member's

total supplemental contract amount will be reduced by the College's cost of STRS, Medicare where applicable, and any new legally required contributions.

Payment for academic year overloads and for supplemental contracts referred to in the preceding paragraph shall occur on the payday immediately following the date when grades are due at the end of each term. Payment for summer teaching and summer supplemental contracts shall occur on the paydays immediately following the conclusion of each of the five-week terms. Payment for instruction during the eight-week term shall be divided equally and shall occur at the five-week pay periods.

ARTICLE VI
FACULTY RANK AND SALARY

Section 1. It is the policy of the College and the Association to have all full-time faculty placed in one of the following academic ranks:

Professor
Associate Professor
Assistant Professor
Instructor
Assistant Instructor

Placement and promotion of faculty members into such ranks is the responsibility of the College. The following shall apply to the College's placement and promotion decisions:

a. Minimum requirements for each faculty rank shall be recommended by the Promotion and Merit Committee to the President.

b. Fulfillment of normal minimum criteria does not guarantee placement in or promotion to a given

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faculty rank.

c. The College shall exercise its best judgment on all decisions as to placement or promotion to accommodate considerations such as market supply and demand, budget limitations, individual effectiveness, complementarity of strengths, technical licenses and the overall best interest of the College.

d. Faculty members may apply for promotion to the Promotion and Merit Committee. The Promotion and Merit Committee shall be comprised of the Chief Academic Officer, three academic Associate Deans designated by the Chief Academic Officer, and three faculty members elected by the total full-time faculty of the College. The three faculty members of the Promotion and Merit Committee may not be from the same academic division of the College. Faculty members who apply for promotion shall not be eligible to serve on the Promotion and Merit Committee during the academic year in which their applications are considered. The Committee shall be chaired by the Chief Academic Officer.

e. Applications for promotion must be submitted to the Chief Academic Officer no later than March 1 preceding the academic year in which any promotion would become effective. The Promotion and Merit Committee shall review the timely application of any faculty member and make its recommendation concerning the granting or denial of promotion. The affirmative vote of five of the members of the Committee shall be required for a recommendation to grant a

promotion. Faculty members must meet the minimum criteria for promotion by the effective date of their promotions.

f. The Promotion and Merit Committee shall forward its recommendation concerning an application to the President of the College. The President shall prepare his recommendation concerning the application and shall forward it to the Board of Trustees; the Board shall grant or deny the promotion. A faculty member may withdraw his application at any stage of the procedure.

Section 2. At the beginning of the 1990-91 contract year, merit recognition amounts will be distributed to eligible full-time faculty members. These merit recognition amounts will not become part of the full-time faculty member's annual contract year base salary. The combined merit recognition amounts shall not exceed a total of $5,000 and will be granted as meritorious performance exists to warrant full distribution.

At the beginning of the 1991-92 contract year, merit recognition amounts will be distributed to eligible full-time faculty members. These merit recognition amounts will not become part of the full-time faculty member's annual contract year base salary. The combined merit recognition amounts shall not exceed a total of $5,000 and will be granted as meritorious performance exists to warrant full distribution.

At the beginning of the 1990-91 contract

year, recognition amounts will be distributed to eligible, full-time faculty members who have completed approved advanced degrees, certifications, or educational experiences which add significantly to their expertise in the teaching area. These recognition amounts will become part of the full-time faculty member's 1990-91 annual contract year base salary. The combined recognition amounts for all full-time faculty shall not exceed $2,500 and will be granted as degree and certification attainment exists to warrant full distribution.

At the beginning of the 1991-92 contract year, recognition amounts will be distributed to eligible, full-time faculty members who have completed approved advanced degrees, certifications, or educational experiences which add significantly to their expertise in the teaching area. These recognition amounts will become part of the full-time faculty member's 1991-92 annual contract year base salary. The combined recognition amounts for all full-time faculty shall not exceed $2,500 and will be granted as degree and certification attainment exists to warrant full distribution.

The Promotion and Merit Committee will advise the President on the criteria to be used to determine distribution of merit, degree, and certification recognition amounts. The President shall make the final decision concerning the distribution of recognition amounts.

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Section 3. Effective with the execution of this Agreement, the contract year base salary for faculty members who were actively employed on a full-time, permanent basis by the College on or before June 1, 1989, and who continue on full-time employment through the end of the 1991-92 contract year, shall be calculated using the conditions listed in Appendix A.

Effective with the execution of this Agreement, the contract year base salary for faculty members who began full-time, permanent employment after May 31, 1989, and who continue on full-time employment through the end of the 1991-92 contract year, shall be calculated using the conditions listed in Appendix B.

APPENDIX A

Faculty member's contract year	1989-90 Contract Year	1990-91 Contract Year	1991-92 Contract Year
base salary shall equal	(1988-89 base * 1.05) + $1000 / (1989-90 base * 1.045) + $500	/ (1990-91 base * 1.045)	

APPENDIX B

Full-time employment began	1989-90 Contract Year	1990-91 Contract Year	1991-92 Contract Year
Before 1/1/90	not applicable	(89-90 base * 1.045)	(1990-91 base * 1.045)
1/1/90 to 8/31/90	not applicable	(89-90 base * 1.000)	(1990-91 base * 1.045)
9/1/90 to 12/31/90	not applicable	not applicable	(1990-91 base * 1.045)
1/1/91 to 8/31/91	not applicable	not applicable	(1990-91 base * 1.000)
after 8/31/91	not applicable	not applicable	not applicable

ARTICLE VII
INDIVIDUAL CONTRACTS

Initial appointment as a full-time faculty member shall be for one (1) contract year.

A full-time faculty member shall serve a probationary period of three (3) academic years from the time of initial appointment. During the probationary period, the faculty member's performance will be formally reviewed and evaluated each year; and, if warranted, his contract may be renewed for a period not to exceed one (1) year at a time.

At the end of the probationary period, upon a recommendation by the President and approval by the Board of Trustees, the faculty member shall be eligible for tenure, but the probationary period for a faculty member may be extended by the College for one (1) additional year beyond the date of initial eligibility for tenure.

Tenure, as defined in this Agreement, is a three-year contract which is renewed in the second year. If there is an expectation that a faculty member's contract will be continued beyond the third year of an extended contract, then the faculty member will be issued a new extended contract at the end of the second year of his current extended contract, except that any contract shall be terminated at the end of the academic year in which the faculty member reaches the age of seventy (70). The new extended contract will supersede the third year of the current extended contract. Any obligation assumed under tenure

is conditioned upon adequacy of revenue and support through legislative action.

If the expectation of non-continuation is a result of deficiencies in the faculty member's performance, then the College shall provide the faculty member with a written description of what the deficiencies are. If the faculty member has removed those deficiencies in the third year of a three-year contract, the College shall issue the faculty member a new three-year contract.

Decisions of the College concerning the granting and/or renewal of one-year contracts or of extended contracts shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VIII
EVALUATIONS

The evaluation of full-time teaching faculty members is the responsibility of the College administration. Faculty members shall be evaluated on the basis of criteria established in the policies of the College and in this Agreement. The procedures to be followed by the College in making evaluations shall be published in writing and distributed to the faculty. Prior to the implementation of any changes to these procedures, officers of the Association will have the opportunity to review and make recommendations on such changes.

ARTICLE IX
PERSONNEL FILES

A personnel file on each full-time faculty member will be maintained by the Personnel Office.

A faculty member may have, by arrangement with the Personnel Office, access to his personnel file, exclusive of confidential pre-employment recommendations and placement credentials. The faculty member may not remove material from his file except for immediate inspection, and he may not remove the file from the area designated for the review. Subsequent to such review, the faculty member will be provided, at cost and upon request, copies of non-excluded material contained in his file.

A faculty member may enter in his file a statement which is intended to clarify, correct, or refute material therein. Any such statement must be signed and dated by the faculty member.

If a document was relied upon by College administration in developing a faculty member's evaluation, and if a copy of the document is in the possession of the College administration, such copy shall be placed in the faculty member's personnel file at the same time as is the evaluation.

Other than student evaluation forms collected pursuant to the College's faculty evaluation procedure, or summaries or compilations of such evaluation forms, no anonymous statements shall be placed in the personnel file. Entries made to a faculty member's personnel file by individuals responsible for evaluating the faculty member's performance will be initialed and dated, and a copy of the document shall be forwarded to the faculty member.

ARTICLE X
OUTSIDE COMMITMENTS

It is acknowledged that a full-time teaching faculty position at the College requires excellence in performance. Therefore, any outside commitment which would adversely affect a faculty member's proficiency, performance of regular duties or contractual obligations in any way is prohibited. Insofar as these contractual obligations are not violated, faculty members are encouraged to participate in community service and related activities.

Any outside employment engaged in by a faculty member must:

1. Be reported to the College;

2. Be of such a nature that the public would not construe the faculty member's performance of such employment to constitute official activity of the College;

3. Not involve the use of official information of the College which is not available to the general public;

4. Not create or appear to create a conflict with the employee's responsibilities to the College;

5. Not duplicate the activities or services of the College, except that this provision shall not apply to:

a. Employment performed outside the three-county service district of the College; or

b. Employment with respect to which the College's Business and Industry Center has declined the opportunity to provide the services in question.

6. Not involve the use of the facilities, equipment or materials of the College; and

7. Not adversely affect the teaching or other College duties of the faculty member.

ARTICLE XI
AUTHORIZED LEAVES OF ABSENCE

Section 1. A full-time teaching faculty member who has held a full-time appointment with the College for at least five (5) years shall be eligible to request a leave of absence without pay of up to one (1) year for purposes of advanced study, an exchange teaching assignment, travel, governmental service or any other professional experience which is related to his field of teaching, or which will improve his professional competence as a College faculty member. Requests for such leaves must be submitted in writing through College administrative channels at least six (6) months prior to the proposed commencement dates of such leaves. The granting of such leaves shall rest within the discretion of the College administration; no such leave shall be granted without the approval of the President of the College.

Section 2. Full-time teaching faculty members shall be eligible to request in writing a medical leave of absence of up to one (1) year for medical or other reasons. The granting of such leaves shall rest within the discretion of the College administration; no such leave shall be granted without the approval of the President of the College.

In case of illness or injury, a request for a

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leave of absence must be supported by medical evidence satisfactory to the College. Such leave shall terminate automatically when a faculty member becomes totally and permanently disabled or when he is capable of returning to work as certified by the physician in charge of the case, whichever is shorter. To the extent allowable by law, the College may extend fringe benefits to a faculty member on medical leave.

Section 3. A full-time teaching faculty member who has held a full-time appointment with the College for at least seven (7) years shall be eligible to request a professional development leave of absence of up to one (1) year for purposes of advanced study, an exchange teaching assignment, travel, governmental service, or any other professional experience which is related to his field of teaching, or which will improve his professional competence as a College faculty member. Requests for such leaves must be submitted in writing through College administrative channels at least six (6) months prior to the proposed commencement dates of such leaves. The granting of such leaves shall rest within the discretion of the College administration; no such leave shall be granted without the approval of the President of the College.

Professional development leaves of absence may be granted for one, two, or three quarters. Professional development leaves shall be granted at 80% of the individual's annual base salary rate for the first quarter of leave, 65% for the second quarter

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of leave, and 50% for the third quarter of leave. The College's contribution toward fringe benefits shall be 80% of the current contribution for full-time faculty for the first quarter of leave, 65% for the second quarter of leave, and 50% for the third quarter. The period of leave shall be credited as service for the granting of pay increments.

The faculty member granted a professional development leave of absence must sign a statement affirming his intention to continue employment at the College for a minimum period of one (1) year after the end of the professional leave.

Within thirty (30) days of the completion of the professional development leave of absence, the employee must file a final report concerning activities engaged in and the accomplishment of the objectives of the leave.

Section 4. Faculty members may be granted paid personal leave where compelling reasons make it necessary for a faculty member to be absent from work. Such leave shall be taken only upon the approval of the Chief Academic Officer upon the recommendation of the appropriate Associate Dean. Compelling reasons may include, but would not be limited to, religious holidays, legal and business matters, and family needs other than illness.

Section 5. Except as approved in advance in writing by the administration, no faculty member granted a leave of absence shall accept other employment during the period of his leave of absence.

Violation of this provision will result in termination of employment.

This provision shall not apply to assistantships or other grants under which the faculty member performs some service for a recognized institution of higher education while engaged in graduate study at that institution.

Section 6. Except as otherwise specified, all leaves of absence shall be without pay and other benefits, and must be applied for and granted in writing. Benefits accrued by a faculty member prior to the effective date of the leave shall be granted to him upon his return.

Section 7. Faculty members who misrepresent facts in order to obtain or attempt to obtain a leave of absence shall be discharged or otherwise disciplined at the option of the College. Failure of a faculty member to report for work as of the expiration of his leave of absence shall result in the termination of his employment by the College. A faculty member on leave must give written notice of his intention to return to work by March 1 of the year in which he plans to return, or if the leave is for less than a year, the faculty member must give such notice by such date as shall have been established and approved at the time of the request.

Section 8. Upon returning from leave, a faculty member may be required by the College to submit to such medical examinations and tests as the College

deems necessary. The College shall select the physician who performs the tests and shall pay for any such tests required; provided, however, the College shall not be responsible for any costs associated with the College's requiring a faculty member to obtain a statement from his physician indicating that he is fit to return to work. The College shall have no obligation to reinstate the faculty member unless the faculty member passes the medical examinations and tests. A faculty member who passes such tests and examinations as are required by the College will be reinstated to his former position unless that position has been suspended or eliminated because of financial exigency or program curtailment. In the event of such suspension or elimination, the College will, within five (5) working days of the College's determination of the necessity for such suspension or elimination, postmark a certified mail letter to the faculty member on leave, directed to the faculty member's last address left with the College, notifying him of the action. In the event of such suspension or elimination, the faculty member shall be given whatever position is available for which, in the opinion of the College, he is qualified. If no position is available for which the faculty member is qualified, the faculty member shall be placed on layoff. If the position is reinstated within one year of the faculty member's layoff, he shall be offered the position with the same rank he held at the time of layoff. There shall be no obligation for the College to provide work prior to the

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expiration of any leave of absence.

Section 9. During any one quarter, no more than 6% of the full-time teaching faculty shall be granted leaves of absence without pay or professional development leaves of absence.

ARTICLE XII
SUPPLEMENTAL BENEFITS

Section 1. Health Insurance: Except as limited herein and effective with the first pay period commencing after the effective date of this Agreement, the College shall contribute on behalf of an eligible full-time teaching faculty member who desires such coverage either 80% of the cost of the premium for single coverage or 80% of the cost of the premium for family coverage under a group medical/surgical insurance policy with supplemental major medical coverage.

Effective with the first pay period commencing after the effective date of this Agreement, the College shall contribute, on behalf of an eligible full-time teaching faculty member who desires such coverage, 50% of usual, customary and reasonable deductible/co-insurance expenses associated with a participating individual's medical/surgical insurance coverage referenced above.

The College shall be required to make the above-mentioned contributions only on behalf of full-time teaching faculty who are not covered by any other health insurance plan and who are engaged in the active service of the College. Except as stated elsewhere in

this Agreement, such contributions shall not be made on behalf of faculty members who are on leave or layoff.

When a faculty member is on professional development leave, the College's share of contribution to the health insurance premium and deductible/co-insurance expenses shall be proportional to the amount of full-time base salary the faculty member is receiving.

Should the College determine it necessary to modify insurance coverage or to change to a greater than $200/$400 deductible, officers of the Association will have the opportunity to review and make recommendations prior to that change.

Section 2. Dental Insurance: Except as limited herein and effective with the pay period commencing after the effective date of this Agreement, the College shall contribute on behalf of an eligible full-time faculty member who desires such coverage, 80% of the cost of the premium for single coverage or 80% of the cost of the premium for family coverage under a group dental insurance plan. When a faculty member is on professional development leave, the College's share of contribution to the dental insurance premium shall be proportional to the amount of full-time base salary the faculty member is receiving.

In no case, during the first year of this contract, will the College contribute in excess of $100 annually for a single, dental insurance policy

premium, or in excess of $300 annually for a family, dental insurance policy premium. In the second year of the contract, these ceilings shall be increased by 5% over the 1989-90 base year premium contributions listed above. In the third year of the contract, these ceilings shall be increased by 10% percent over the 1989-90 base year premium contributions listed above.

Premium costs in excess of the limits contained herein will be borne by the employee.

Section 3. Group Life Insurance: The College shall pay on behalf of full-time teaching faculty members engaged in the active service of the College (i.e., not on layoff or medical leaves of absence or leaves of absence without pay) the premium for group life term insurance coverage (with accidental death and dismemberment provisions) in the amount of $25,000. When a faculty member is on professional development leave, the College's contribution to the life insurance premium shall be proportional to the amount of full-time base salary the faculty member is receiving.

Section 4. Tuition Contribution, Coursework: For each year of this Agreement, the College will set aside a pool of funds equal to $4,000 to underwrite the tuition fees of full-time faculty members taking approved professional development coursework related to their teaching discipline. The amount of tuition reimbursement will equal the prevailing tuition charge per credit hour at the institution. Faculty members

must apply for tuition reimbursement benefits thirty (30) days before coursework begins. The Chief Academic Officer shall have the authority to approve or deny the requests for tuition reimbursement.

Section 5. Tuition Waiver, Credit Courses: Full-time teaching faculty members may enroll in credit classes offered by the College without payment of the basic instructional fee. Such faculty members shall pay all other fees, such as the general fee and lab fees, if applicable, and shall receive appropriate credit upon the successful completion of each course. A faculty member shall obtain the approval of his supervisor with respect to the scheduling of all such classes in order to ensure there are no conflicts with the faculty member's commitments to the College; such approval shall not be unreasonably withheld.

A faculty member's spouse and dependent children may enroll in credit classes offered by the College without payment of the basic instructional fee. Such spouses and dependent children shall pay all other fees, including the out-of-state tuition charges, if applicable, and shall receive appropriate credit upon the successful completion of each course. The guidelines of the Internal Revenue Service will be applied in determining the dependent status and relationship to the faculty member.

In the event a faculty member's employment should terminate for any reason during a College quarter, partial payment for the course(s) then being

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taken by the faculty member, his spouse, or dependant children shall be required on a pro-rata basis if the enrollee(s) continue(s) in the course(s).

Section 6. Tuition Waiver, Non-Credit Courses: Full-time teaching faculty members may attend, free of charge, non-credit courses offered by the College provided that in each individual case:

a. Attendance in a given course does not interfere with or detract from the faculty member's regularly assigned duties;

b. Sufficient fee-paying students are enrolled to support the course; and

c. Space is available in the class.

Section 7. College Facilities: Full-time teaching faculty members and members of their immediate families (when accompanied by the faculty member) shall be accorded the privilege of reasonable use, without charge, of the College's facilities, grounds, furnishings, and equipment for personal development and athletic and recreational purposes, except for entering in or upon the College's pond(s). The Association and faculty members acknowledge and agree that any and all risk, loss, damage, or extra cost incurred or caused by the faculty member or his family in such non-work related activity is the responsibility of the faculty member and/or his family. The privilege of non-work related use of the College's facilities shall be granted only insofar as such use does not interfere with activities of the College and is not abused.

members of their immediate families shall be entitled to free admission to athletic and cultural events sponsored by the College, except in instances in which an event is specifically excepted from such treatment by College determination.

Section 8. Court Appearance Leave: A full-time teaching faculty member who is called by a court for jury duty or to appear as a witness during time he was scheduled for College work will be compensated with respect to such time for the difference between his regular salary and fringe benefits and any compensation received for jury duty or for appearing as a witness. Provided, however, this section shall not be applicable to College work time missed due to court appearances arising out of actions concerning the personal affairs of the faculty member or criminal charges against the faculty member.

In order to be eligible for continued College compensation as described above and to be excused from College work for the days of jury duty or witness service, the faculty member must furnish the Chief Academic Officer with a written statement from the appropriate court representative listing the dates on which the faculty member received jury or witness fees and the amounts of such fees. The faculty member shall make every effort to fulfill his obligations to the College during periods when his services are not required by the court.

Section 9. Tax-Sheltered Annuities: Full-

time teaching faculty members may participate in a tax-deferred annuity plan. The College will make deductions from the salaries of faculty members in accordance with written salary reduction authorization statements executed by the faculty member and filed with the College's Business Office. Each faculty member who desires that such deductions be made must also file with the Business Office a copy of the contract between the investment carrier and the faculty member. The College's obligation to make such deductions shall end with the termination of the faculty member's employment.

Neither the College nor any of its representatives or agents make any representation regarding the advisability, appropriateness, or legality of such annuity investments, and the Association and faculty members acknowledge and agree that the College shall incur no liability or responsibility on account of the making of the deductions required by the provisions of this section or the legal, financial, or tax consequences incurred by faculty members who participate in the annuity program.

ARTICLE XIII
SICK LEAVE

Section 1. Full-time teaching faculty members shall accumulate sick leave at the rate of four and six-tenths (4.6) hours of pay for each complete biweekly period of full-time employment at the College (12 days' sick leave per regular academic year). Full-

time faculty members assigned to summer teaching duties shall accumulate sick leave in accordance with the number of weeks of teaching assigned and on a pro-rata basis in accordance with the teaching load carried.

There shall be no limit upon the amount of sick leave which may be accumulated in accordance with the provisions of the preceding paragraph. Within the limits of the law, a full-time teaching faculty member with previous public employment service shall be credited with previously accumulated sick leave upon employment by the College.

During the period of time in which a full-time teaching faculty member is authorized to be absent from work on sick leave, there shall be no loss of pay or fringe benefits and such benefits shall continue to accrue. Authorized absence under this provision shall be for a period of time not exceeding the amount of accumulated sick leave to which the full-time faculty member is entitled.

Section 2. Entitlement to paid sick leave is subject to the following conditions:

a. Utilization of sick leave must be approved by the College;

b. Sick leave may be utilized for personal illness, pregnancy, injury, exposure to contagious diseases which would be communicated to other employees, and for illness, injury or death in a faculty member's immediate family. For purposes of this Article, the term immediate family means the faculty member's spouse, parents or guardian, in-laws,

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children, brothers, sisters, grandparents, grandchildren, or other dependents or persons living in the faculty member's household;

c. A faculty member must notify his Associate Dean in advance of any absence, or at the earliest possible time thereafter, that sickness or injury will prevent him from performing regularly assigned duties. The faculty member must also indicate when he expects to be able to report to work; and

d. Upon returning from sick leave, the faculty member must complete an Employee Leave Request form. A written statement from the faculty member and/or a licensed physician evidencing the illness or injury and indicating the faculty member's fitness for returning to work may be required at any time by the College upon a faculty member's return from sick leave.

Section 3. Falsification of records or misrepresentation of facts in order to obtain or attempt to obtain sick leave, whether by the faculty member requesting such sick leave or by any person acting for or in his behalf, shall be grounds for denial of sick leave and disciplinary action, including dismissal of the faculty member.

Section 4. Pay for sick leave shall be at the employee's rate of pay in effect during the period of sick leave.

Section 5. A full-time teaching faculty member having ten (10) or more years of public service

in Ohio may at the time of retirement from active service at the College elect to be paid in cash in the amount of one-fourth of the value of his accrued but unused sick leave credit and at his rate of pay in effect at the time of retirement. Maximum payment that may be made pursuant to this provision shall be one-fourth of two hundred and forty (240) days.

A full-time teaching faculty member who retires from the College and who had previously received a sick leave retirement benefit for service in Ohio shall be paid within the above-stated limits for that portion of unused sick leave earned while employed at the College.

ARTICLE XIV
COLLEGE RELATED TRAVEL

Section 1. Full-time faculty members may be accorded the privilege of traveling to and participating in professional meetings and similar activities related to their teaching assignments with the College. Such travel and participation shall be reimbursed within the limits of the College's budget for such purposes and in accordance with the College's policies and procedures and requirements prescribed for official travel by the State of Ohio. Approval of such travel shall be at the discretion of the appropriate Associate Dean and the Chief Academic Officer. If a request for travel is denied, the administrator who denied the request will, upon the faculty member's request, state in writing the reason(s) for the denial.

Section 2. The parties recognize that the

faculty member's first responsibility is in the classroom. Any absence for a professional development activity requires that suitable arrangements, such as outside readings, writing assignments, individual study, make-up class or coverage by another faculty member, be made by the faculty member so that studies may continue during the absence. The faculty member's proposal for covering the class(es) missed during his absence will be submitted to the appropriate Associate Dean at the time when the request for travel is made. Verification of such coverage by the Associate Dean shall be required prior to approving the travel request. The faculty member will cooperate with the Associate Dean's verification of the coverage by providing such information as may be required for verification.

Section 3. The failure of a faculty member to attend a professional activity shall not be considered in his evaluation where the faculty member's request to attend such activity has been denied by the academic administration.

ARTICLE XV
STRS TAX DEFERRAL PLAN

The College agrees to reduce each full-time teaching faculty member's employment compensation by the amount each faculty member is required to contribute to the State Teachers Retirement System of Ohio ("STRS").

The College, the Association, and faculty members agree that the following provisions shall

govern this salary reduction plan:

1. The College shall transmit to STRS the amount of each faculty member's required contribution to STRS by reducing the faculty member's compensation by the same amount.

2. The College's total combined expenditures for faculty member's salaries payable under this Agreement shall not be greater than would its total salary expenditures have been had this provision not been in effect.

3. Each faculty member is responsible for making any adjustments in any other of his tax shelter arrangements as are necessary to enable him to be in compliance with all applicable laws and regulations.

4. The College shall incur no liability or responsibility on account of its compliance with the provisions of this Article or on account of any legal, financial or tax consequences incurred by any faculty member because of participation in this salary reduction plan. The Association agrees to indemnify and save the College harmless against any and all claims that may arise out of the College's compliance with the provisions of this Article.

5. In the event that this salary reduction plan is declared unlawful or improper by the Attorney General or any agency of the State of Ohio or the United States by any court of competent jurisdiction, this Article shall be deemed null and void and to have no force or effect.

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ARTICLE XVI
NO STRIKE AND NO LOCK-OUT

Section 1. During the term of this Agreement or any extension thereof, the Association, its agents, representatives and members shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way nor shall any employee instigate or participate directly or indirectly in any strike, slow-down, walk-out, call-in, sick-out, failure to report, work stoppage, mass resignation, picketing, or other interference with any operation or operations of the College or with any deliveries to or from the premises of the facilities operated by the College. The Association shall cooperate with the College throughout the term of this agreement and any extension thereof in continuing operations of the College in a normal manner, and shall actively discourage and endeavor to prevent or terminate any violation of this Section.

Section 2. Any employee who violates Section 1 of this Article shall be subject to discharge or other disciplinary action at the option of the College. Such discharge or disciplinary action shall not be subject to review upon any grounds other than whether the employee violated Section 1 of this Article.

Section 3. In the event that any strike, slow-down, walk-out, work stoppage, picketing or other interference described in Section 1 of this Article occurs, the Association shall promptly notify all employees that such conduct is prohibited by this Article and is not in any way sanctioned or approved by

the Association. The Association shall also promptly inform all employees that they should return to work at once.

Section 4. The College shall not lock out any or all of its employees during the term of this Agreement.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, the term "grievance" is defined as a dispute between the College and the Association or the College and an employee concerning the interpretation and/or application of, or compliance with, any provision of this Agreement. When any such grievance arises, the following procedure shall be observed:

Step 1. An employee having a grievance shall discuss it orally with the appropriate Associate Dean within five (5) working days after the event or occurrence complained of or within five (5) working days after the employee learns or should have learned of the event or occurrence complained of. The Associate Dean's answer must be given orally to the employee within five (5) working days.

Step 2. If the employee's grievance is not satisfactorily settled at Step 1 of the procedure, the grievance shall be reduced to writing on a grievance form to be provided by the Association, specifying the event or occurrence complained of, the facts and articles of the Agreement relied on, and the relief or remedy requested from the College. The grievance form shall be dated and it shall be signed by the employee. The grievance form shall be filed with the Chief Academic Officer within five (5) working days after the Associate Dean has given his answer in Step 1 of this procedure. Within ten (10) working days after receipt of the grievance form, the Chief Academic Officer or his designee shall meet with the employee and his Association representative. The Chief Academic Officer or his designee shall give his answer in writing within five (5) working days after the meeting.

Step 3. If the employee's grievance is not satisfactorily settled at Step 2 of the procedure, the

grievance form shall be submitted to the President within five (5) working days after the Chief Academic Officer or his designee has given his answer at Step 2. Within ten (10) working days after receipt of the grievance form, the President or his designee shall meet with the employee and his Association representative or legal counsel for the Association. The President or his designee shall give his answer in writing within five (5) working days after the meeting.

Step 4. In the event that the grievance is still not satisfactorily settled, the Association may request submission of the grievance to impartial arbitration. The Association's written request for arbitration must be received by the President within ten (10) working days of receipt by the Association of the Step 3 answer.

In the case of a dispute involving the evaluation of an employee, the sole issue that may be submitted to arbitration is whether the procedures followed in connection with the evaluation were in conformity with the general standards of the College. The arbitrator shall have authority to require a re-evaluation, and shall have no authority to make an evaluation himself. If the re-evaluation is conducted in accordance with the procedural standards established by the arbitrator, the result of the re-evaluation shall be final.

The parties shall attempt to agree upon an arbitrator, but if they cannot do so within ten (10) working days from Association's written request for arbitration, the Association shall request a list of seven arbitrators from the Federal Mediation and Conciliation Service. If the parties cannot agree upon the selection of an arbitrator from this list, the Association shall request a second panel of arbitrators from FMCS. The parties shall use the strike-off method, if necessary, in order to agree on a selection

from this second list. No more than four (4) out of seven (7) of the arbitrators on any list provided by FMCS shall be faculty members or administrators at educational institutions.

The arbitrator shall have no power to substitute his judgment for the professional judgment of the administration of the College, except if he finds that such judgment or decision of the College was arbitrary, capricious, or dishonest. The arbitrator shall have no power to add to, subtract from, or to modify the provisions of this Agreement, and his function shall be to determine if any provision of the Agreement has been violated by an interpretation or application of this Agreement. Except for lost wages and fringe benefits, the arbitrator shall have no power to award compensation, damages or redress of any sort. Awards for fringe benefits shall not exceed the College's contribution toward those benefits currently in effect.

The fees and expenses of the impartial arbitrator shall be paid by the losing party, as designated by the arbitrator. The parties shall bear their own costs and expenses. The costs of a record, if agreed to by the parties, shall be shared equally by the parties. If one party wants a record and the other does not, the party requesting the record shall pay the cost thereof; provided, that if the other party later decides to order a copy, it shall pay 55% of the total cost of the record. Both the Association and the

College agree that they will cooperate in complying with the foregoing procedure in the processing of any grievance and that they will discourage the making of complaints on petty matters. An arbitrator's award shall be final and binding upon all employees, the College and the Association.

Section 2. The time limitations provided for in this Article shall be strictly observed; however, they may be extended by mutual written agreement of the College and the Association. Working days as used in this Article shall not include Saturdays, Sundays, or holidays. Any grievance not timely presented for disposition at any Step shall not thereafter be considered a grievance under this Agreement and shall be considered to have been resolved in accordance with the last answer of the College. Any disposition of a grievance between the Employer and the Association except on a "no-precedent" basis, shall be final and conclusive and binding upon all employees, the College and the Association. Nothing in this Article shall preclude the College from establishing a non-contractual complaint procedure which may be invoked by an employee, at his option.

ARTICLE XVIII
TERMINATION OF EMPLOYMENT

Employment may be terminated because of discontinuance or curtailment of program or budget exigency. Non-renewal of a contract shall constitute termination of employment.

A faculty member may be dismissed for cause

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during the term of an individual contract, whether for one year or an extended contract. Cause shall include the following:

a. Unsatisfactory performance;

b. Violation of local, state or federal laws which involve moral turpitude;

c. Any serious violation or repeated violations of College policies;

d. Participating in strike activities in violation of this Agreement or the laws of Ohio;

e. Theft or dishonesty;

f. Excessive absenteeism or tardiness or absence without authorization or sufficient justification;

g. Bringing intoxicants or illegal drugs onto College premises, unless advance permission to do so for educational purposes has been obtained by the faculty member from the Chief Academic Officer, or reporting for work under the influence of intoxicants, drugs or narcotics; and

h. Any other act of similar seriousness which is detrimental to the effective operation of the College or its educational programs.

The provisions of this Article shall not preclude the College from imposing disciplinary action less severe than dismissal, if in the College's discretion, such action is warranted by the facts and circumstances of a case.

In any case involving dismissal for cause, the faculty member shall, upon request, be notified in

writing of the basis for the dismissal. That basis shall be determined by an investigation accomplished by College administration.

A faculty member on extended contract whose employment is terminated because of discontinuance or curtailment of program or budget exigency shall be given whatever position is available for which, in the opinion of the College, he is qualified. If no position is available for which the faculty member is qualified, the faculty member shall be placed on layoff. If the position is reinstated within one year of the faculty member's layoff, he shall be offered the position with the same rank he held at the time of layoff.

If the College does not intend to renew the individual contract of a faculty member in his second or subsequent contract year of employment with the College, the College will notify the faculty member of such decision no later than April 1 of the year in which the faculty member's contract expires.

ARTICLE XIX
SEPARABILITY

Section 1. The parties intend this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes and regulations properly enacted thereunder. In the event any provision of this Agreement shall be determined by appropriate authority to be contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect. The

remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet within a reasonable period of time to discuss any decision which renders any such portion of this Agreement null and void.

Section 2. In the event a state or federal law covering members of the unit and affecting a provision(s) of this Agreement is enacted during the term of this Agreement, the parties agree to meet promptly for the purpose of determining whether any provision must be revised to bring this Agreement into compliance with the law; such revision shall be limited to those areas in which a revision is mandated by the legislation, and there shall be no obligation on the part of either party to discuss or bargain about areas in which revisions might be permissible but are not mandatory under such legislation.

Section 3. Should the enabling legislation (S.B. 133) or statute (R.C. 4117) pursuant to which the parties have bargained and entered into this Agreement be decreed unconstitutional or invalid by appropriate authority, this Agreement shall be null and void in its entirety as of the end of the College's fiscal year in which such decree is rendered.

ARTICLE XX
ALTERATION OF AGREEMENT AND WAIVER

Section 1. No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties hereto unless executed in

writing by the parties.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. The non-exercise of rights retained by the College shall not be deemed to waive any such rights or the right to exercise them in some other way in the future.

Section 3. The College and the Association acknowledge that this Agreement, together with any written modifications thereof, embody the complete and final understanding reached by the parties as to the wages, hours and other terms and conditions of employment of all employees covered by this Agreement. The College shall not be obligated to bargain collectively with the Association during the term of this Agreement on any matter pertaining to rates of pay, wages, hours of employment, or other conditions of employment, with the sole possible exception of any obligation to bargain incurred pursuant to the provisions of the Separability article of this Agreement, and the Association hereby specifically waives any right which it might otherwise have to request or demand such bargaining, and acknowledges that the College's obligation during the term of this Agreement shall be limited to the performance and discharge of its obligations under this Agreement.

ARTICLE XXI
TERM OF AGREEMENT

Section 1. This Agreement shall become effective upon the date of its execution or the expiration of the existing Agreement, whichever is later, and shall remain in full force and effect until midnight August 31, 1992.

Section 2. If either party wishes to continue and/or negotiate changes or revisions to this Agreement, such party must serve upon the other party written notice of such intent at least ninety (90) days prior to the termination date of this Agreement.

Section 3. This Agreement may be terminated in its entirety at any time by mutual consent of the parties.

Section 4. The College shall have the right to reopen the contract on all economic matters based on the determination of the Board of Trustees of the existence of a financial exigency. For the purpose of this section, a financial exigency is defined as that condition when revenues are so limited that the College can no longer continue to fulfill current and/or future financial obligations under the contract without disrupting the administration and program integrity of the College.

EDISON STATE COMMUNITY COLLEGE

By _____

June 14, 1989

EDISON STATE EDUCATION ASSOCIATION

By _____

June 15, 1989

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Agreement between
Jefferson Tech. Coll. District
Board of Trustees
and
Jefferson Tech. Coll. Ed. Association

Term Expires December 31, 1991

Jefferson Tech. Coll. 044

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ARTICLE I - PREFACE

The ultimate quality of a curriculum depends largely upon the quality of its faculty. The attributes desirable in the faculty of an individual technology curriculum are: a thorough knowledge of the subjects taught and of relevant supporting subjects, a genuine interest in developing students, personal and professional integrity, a capacity for communicating ideas in oral and written form, scholarly objectivity and intelligence, and skill in the fundamentals of the teaching-learning process.

It is important that all members of the Technical College be familiar with the philosophy and objectives of the College, as an occupation-oriented post-secondary college. Devotion to the objectives of the two-year technical education programs is best accomplished if the instruction in the technologies is closely related to working situations.

It is highly desirable that since technical programs educate students primarily for highly specialized occupational areas, the faculty should have had relevant industrial, or other appropriate non-teaching experience.

An important requirement is that bargaining unit members maintain technical competence in their fields. Faculty members are encouraged to participate in technical and professional societies and engage in work in industry or in research or other relevant technical areas. Bargaining Unit members are urged to keep up with the literature of their fields, to continue their education, to attend professional meetings, and to experience first-hand what is taking place in the areas of activity related to their specialties.

This statement of philosophy is not intended to add to or subtract from the rights and obligations of the parties set forth elsewhere in this agreement, nor shall it be used as a basis for disciplinary action.

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ARTICLE II - DEFINITIONS

Except where otherwise indicated in this Agreement:

"ACADEMIC YEAR" means September 1 through and inclusive of commencement (which will normally be held by the third weekend of June).

"ASSOCIATION" means the Jefferson Technical College Education Association/OEA/NEA which is the exclusive bargaining representative for the bargaining unit.

"AUXILIARY CONTRACT" means what was formerly referred to as a part-time contract; means voluntarily teaching a scheduled course(s) outside the assigned work schedule.

"BARGAINING UNIT MEMBER" means a member of the bargaining unit as defined in the Recognition Clause of this Agreement.

"BOARD" means the Board of Trustees of the Jefferson Technical College that is a party to this Agreement; also known as the Jefferson Technical College Board of Trustees.

"CONTRACT YEAR" means September 1 through August 31.

"DAYS" mean calendar days, in accordance with ORC 4117.01(P).

"EMPLOYEE" means a person who is a member of the bargaining unit as defined in the Recognition Clause of this Agreement.

"EMPLOYER" means the same as Board, or College.

"FISCAL YEAR" means July 1 through June 30.

"JTCEA" means the Jefferson Technical College Education Association.

"NEA" means the National Education Association.

"OEA" means the Ohio Education Association.

"PER DIEM PAY" means full-time contract amount divided by 185 work days for teaching members and by 195 work days for non-teaching members of the bargaining unit.

"REGISTERED MAIL/RECEIPT" means certified mail, return receipt requested to person's last known address. This will constitute official notification.

"SENIORITY", after January 1, 1989, means full-time continuous service at the College; continuous service means being under full-time contract at the College with pay. Satisfactory compliance with service/service year criteria shall not constitute a break in service for seniority purposes. Seniority shall be lost when an employee is discharged for just cause or leaves the employment of the College (except on RIF). Any ties in seniority shall be broken/resolved by the seniority tie breaking system as defined in this Article.

"SENIORITY LIST" means a bargaining unit seniority list to be provided annually (no later than October 30th) by the College. Such list will show accrued seniority for each bargaining unit member. The current bargaining unit list will be considered accurate and only changes made after 1/1/89 may be challenged. Challenges to such list must be made within 30 calendar days after it is made available to association members.

"SENIORITY TIE BREAKING SYSTEM" shall mean

1st, date of the board meeting an individual is hired; if a tie results then

2nd, date of application for initial full-time position which resulted in full-time employment; if a tie results then

3rd, contract signature date.

This shall apply to unit members hired after January 1, 1989.

"SERB" means the State Employment Relations Board.

"SERVICE/SERVICE YEAR" means in all cases other than initial hire being available for work under a full-time contract 100% of the academic year (185 work days) for teaching members and contract year (195 work days) for non-teaching members of the bargaining unit. Authorized leaves of absence with pay do not effect calculation of service/service year. Bargaining unit members on authorized leaves of absence without pay will be given service year credit if they are available and working under a full-time contract for 83% of the academic year (185 work days) for teaching members and 83% of the contract year (195 work days) for non-teaching members of the bargaining unit.

"SERVICE YEAR FOR INITIAL HIRE" means being available for work and under full-time contract for 85% of the academic year (185 work days) for teaching members and 85% of the contract year (223 work days) for non-teaching members of the bargaining unit.

"SUPERVISOR" shall be defined in accordance with ORC 4117.01(F).

ARTICLE III - RECOGNITION

A. The Jefferson Technical College District Board of Trustees, hereinafter the "College" hereby recognizes the Jefferson Technical College Education Association, OEA/NEA-Local, hereinafter the "Association/Union" as the sole and exclusive bargaining representative for all salaried, full-time contract faculty, including the Director of Law Enforcement, and Supervisor of Communications, Career Counselor, and Director, Library Services, excluding all heads of departments or divisions, all supervisors, managerial employees and confidential employees as defined in the Act, and all other employees. The College recognizes that Association representation will include any newly created salaried, full-time teaching positions.

B. Any changes in the status of recognition or the recognition of any other bargaining agent shall be in accordance with Chapter 4117 of the Ohio Revised Code.

ARTICLE IV - ASSOCIATION RIGHTS

A. Use of College Facilities

Authorized representatives of the Association may use the facilities of the College to transact official Association business or for membership or other meetings during the College day, provided that such activities or use do not interfere with classroom instruction, the responsibilities of bargaining unit and staff members, nor interrupt other operations of the College. The use of the College's facilities by the Association must be arranged through the Director of Security of the College. Such use will be at no cost to the Association and such use will not be denied in an arbitrary or capricious manner. However, the Association shall compensate the College for any additional custodial costs incurred as a result of such use.

B. Use of Internal Communications System

1. The College shall permit the Association to use the internal mail system (unit member mailboxes) or the internal communications system (employee lounge bulletin board), and such use shall be for the following Association business:

   a. Notices of Association meeting;

   b. Notices of Association elections;

   c. Notices of appointments to Association offices;

   d. Notices of results of Association elections;

   e. Notices of Association social, education or recreational affairs; and

   f. Other Association materials.

The expense of duplicating material shall be borne by the Association at the cost charged to other employees of the College. Cost will be adjusted on the anniversary date of the contract.

2. The College may refuse to permit the Association use of the mail system or other internal communications system (for a particular item) if such use is for offensive or inflammatory purposes or if such use would otherwise violate any of the provisions of this section. In such cases, the Association President shall be advised in writing of such refusal.

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C. Personnel Directory

The Administration will provide all unit members with a unit members directory by October 15. Amendments to the personnel directory, if any, will be provided to all unit members.

D. Board of Trustees

1. Meeting Notice and Tentative Agenda - The President of the Association will be given notice and supplied with a tentative agenda of all regular meetings at least six (6) working days in advance. In the case of special meetings, written notice shall be given at least three (3) days prior to the date of said meeting. The Board Chairman reserves the right to delete from or add to the tentative agenda items.

2. Association Participation - The Association may arrange to be placed on the tentative agenda by submitting to the President a written request three (3) working days in advance of a regular meeting and two (2) days in advance of a special meeting. Such request must indicate the item(s) to be discussed. Association participation during the meeting shall be governed by the bylaws of the Board of Trustees.

3. Minutes and Other Public Documents - The President of the Association will be supplied with approved minutes of all Board meetings, with the exception of non-unit salary information, which will continue to be available through the President's office upon request.

E. Campus Visitations

Duly authorized representatives of the Association shall be permitted to transact official business with Association members on College premises during normal business hours, provided that such business does not interfere with classroom instruction or with the responsibilities of affected bargaining unit members or other staff.

F. Association Presidential Duties

The Association President shall be relieved from all duties other than a full-time instructional assignment as defined in Article XXI - Workload, which is a 15 credit hour teaching load per quarter or an average of 22 contact hours per week over the length of the quarter, any overload credit hours, a minimum of six (6) office hours on campus within any five day workweek for each teaching unit member, and twenty (20) non-instructional days during the academic year, for the purpose of conducting Association business. In the event that an Association President is scheduled for 37 1/2 hours in any week, he/she will receive three hours of release time per week for conducting Association business.

ARTICLE V - MANAGEMENT RIGHTS

Except as limited by this Agreement, the College shall retain all rights, power, duties, and authority granted to it by law, and is vested exclusively with rights of management as defined in Ohio Revised Code Section 4117.08(C) including, but not limited to, its rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees, including hiring auxiliary employees or special contract employees;

3. Maintain and improve the efficiency and effectiveness of College operations;

4. Determine the overall methods, process, means, or personnel by which College operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the College as a unit of the Public Higher Education System of Ohio;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the College as a member of the Public Higher Education System of Ohio.

Jefferson Technical College Board of Trustees is not required to bargain on subjects reserved to the management and direction of the College except as affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this Collective Bargaining Agreement pursuant to ORC 4117.08(C).

ARTICLE VI - JOB SECURITY

A. Just Cause

The College pursuant to ORC 4117.08(C)(5) has the right to suspend, discipline, demote, or discharge for just cause.

Unit members with two (2) years or less of service shall not be covered under the just cause provisions herein in matters of non-renewal. These employees may have their contract non-renewed at the discretion of the College. In cases of such non-renewal the bargaining unit member is entitled at his/her request to reasons in writing for the non-renewal and an opportunity to discuss the matter with his/her Dean or Division Administrator, but final right to renew or non-renew rests exclusively with the College.

B. Discipline/Discharge

The provisions of this Article shall not preclude the College from imposing disciplinary action less severe than immediate discharge or immediate suspension, if in the College's discretion, such action is warranted by the facts and circumstances of a case. In such cases, the following disciplinary procedure shall be followed:

1. Formal Progressive Discipline

First step - written reprimand/warning(s);
Second step - suspension(s) with or without pay;
Third step - discharge

2. Due Process Procedure

In cases requiring suspension and/or discharge pursuant to the above formal progressive disciplinary procedure, an employee shall be given due process in accordance with the following procedure:

a. Notice of Allegations and Conference

A written notice setting forth the allegations which, if substantiated, could result in disciplinary action, shall be sent to the employee.

b. Conference

The conference to discuss the allegations shall be attended by the employee, and no more than two representatives of the employee's choice, the immediate supervisor, and no more than two representatives of the supervisor's choice. Said conference shall be held no sooner than five (5) work days nor later than fifteen (15) work days following the employee's receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

c. Notification of Disposition

The employee and the Union President shall be notified immediately of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

d. In cases of immediate suspension or discharge the written notice of allegations shall be presented to the employee within two (2) working days following the suspension or discharge and the conference shall be held within two (2) additional working days. These time frames may be extended by mutual agreement.

3. Privacy of Proceedings

All notifications and conferences and related matters hereto shall be kept confidential. All notifications shall be provided to the bargaining unit member and the Association President. Receipt by the Association President or the Unit member constitutes notification. All notifications shall be hand delivered, with date of receipt recorded thereon, or if hand delivery is not appropriate, mailed by registered letter to the employee's last known mailing address. It is the responsibility of the employee to keep the College informed as to current mailing address.

ARTICLE VII - INDIVIDUAL CONTRACTS

Bargaining unit member contracts shall be for one (1) year. These contracts will be issued by April 1 for the following academic or contract year. Contracts must be returned by unit members no later than April 30. Such contracts shall be considered void if not signed and returned by April 30, unless exception is authorized by the President.

If a unit member resigns during the term of his/her contract without providing the College 60 calendar days notice prior to the date the unit member will not be available to fulfill his/her contract obligations, the unit member will forfeit the unused sick leave reimbursement.

ARTICLE VIII - FRINGE BENEFITS

A. Hospitalization and Major Medical Insurance

Hospitalization and major medical insurance coverage is available for all bargaining unit members and their eligible dependents as defined in the hospitalization and major medical policy with all premiums paid by the College during the term of this Agreement.

Specifications and benefits of the current program of coverage are provided in the Health Insurance booklets which are available in the Administrative Services Office.

The College reserves the right to select and/or change carriers, and further agrees, in the absence of conditions and circumstances over which it has no control, not to diminish benefits provided during the life of this Agreement.

B. Group Term Life Insurance

A thirty thousand dollar ($30,000) term life insurance policy during the contract shall be provided for each member of the bargaining unit with all premiums paid by the College. This policy shall include accidental death and dismemberment riders.

C. Optional benefits

All full-time employees have, at their own expense, the option of participating in the following approved programs:

1. Credit Union;

2. Tax-deferred annuity program;

3. Supplemental Life Insurance Program.

D. Vaccination/Immunization

The College shall provide, at no cost to the bargaining unit members, program specific vaccination/immunization mandated by state law. At a bargaining unit member's written request prior to the beginning of quarterly classes the College shall provide, at no cost to the unit member, program specific vaccination/immunization required by a cooperating program affiliate as a precondition to accepting a unit member as a college instructor/student in a practicum site/clinical affiliate department. The College assumes no responsibility for adverse reactions or related cost after the administration of the vaccination/immunization.

ARTICLE IX - TUITION REMISSION/REIMBURSEMENT

A. Tuition Remission

1. All instructional and general fees for bargaining unit members for credit courses offered at Jefferson Technical College will be paid by the College excluding the cost of books, materials and other required fees.

   Unit members may enroll in any section or course on a space available basis where there are less than the maximum number of regular students in a class. Unit members are expected to attend a course during their non-working hours.

   Bargaining unit members desiring this benefit must complete a form supplied by the Business Manager and submit it to their immediate supervisor.

2. Dependents of Bargaining Unit Members

   All instructional, and general fees for dependents of bargaining unit members of the College for credit courses at Jefferson Technical College will be paid by the College excluding the cost of books, materials, and other required fees.

   Where other state and federal grant sources may be applied, the fee waiver program will be considered to be supplemental on the part of the College.

   The guidelines of the Internal Revenue Service will be applied in determining the dependent status in relationship to the unit members.

   Dependents of all unit members may enroll in any section or course on a space available basis where there are less than the maximum number of regular students in a class.

   Fee benefits cannot be used on an accumulative basis nor can they be applied retroactively or in advance of a quarter in which the benefit is approved for use. They are approved for usage in specific quarters and must be used during these quarters.

   Members of the unit having dependents who desire to attend the College can obtain the fee benefits by following the outlined procedure:

   a. Obtain and complete a fee benefit form prior to each term from the Financial Aid Officer.

   b. Submit a completed fee waiver form and a completed registration form to the Student Information Office on the date identified each quarter.

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B. Tuition Reimbursement

1. The College will set aside ten thousand dollars ($10,000) for each fiscal year for bargaining unit member tuition reimbursement. This amount will be equally divided for distribution twice a fiscal year.

2. Bargaining unit members desiring to participate in the tuition reimbursement for courses ending between July 1 and December 31 shall submit a plan of study to the Dean or Division Administrator by April 1. Bargaining unit members desiring to participate in the tuition reimbursement benefit for courses ending between January 1 and June 30 shall submit a plan of study to the Dean or Division Administrator by October 1. The plan of study must indicate the educational activity to be undertaken, the specific value of that activity, and the total tuition cost. Plans submitted after the deadline date will not be given consideration.

3. The plan of study must meet the following criteria:

   a. The activity shall be related to the individual's work assignment or to the degree programs offered by the College.

   b. The activity shall be undertaken at an institution which holds full accreditation membership at one of the seven Regional Institutional Accrediting Bodies recognized by the Council on Post Secondary Accreditation, unless otherwise approved by the College.

   c. The activity shall not interfere with work responsibility.

4. The Dean, through the Division Administrator, or the Division Administrator, will make a recommendation to the President, who will approve or disapprove the plan within thirty (30) days from the deadline date and communicate this decision to the bargaining unit member.

5. Bargaining unit members are entitled, at their request, to reasons why their request was not approved.

6. At the time that the decision regarding approval of a plan is communicated to the bargaining unit member, the reimbursement rate will also be communicated. To calculate this reimbursement rate, the Treasurer will compare the total amount of approved requests to the semi-annual amount appropriated plus any carry over and calculate the reimbursement percentage. Tuition costs will be reimbursed at the established reimbursement rate upon submission of an invoice of tuition paid and a grade report. An official copy of a transcript listing the grade obtained in a reimbursed course must be forwarded by the bargaining unit member at the earliest available date.

7. All documentation for tuition reimbursement or a written request for extension must be submitted to the business office by these deadlines: March 15 for courses completed in the previous July through December period; and September 15 for courses completed in the previous January through June period. After the respective deadline dates for the submission of the documentation for reimbursement, the Treasurer will compare the total dollars reimbursed to the total amount available for the semi-annual period. The Treasurer will redistribute any funds remaining to bargaining unit members participating in the reimbursement benefit during that semi-annual period. These remaining funds will be distributed equally to all effected bargaining unit members until the member(s) receives a one hundred percent reimbursement or no funds are remaining, whichever occurs first.

8. Any funds which remain after the initial distribution and the redistribution outlined in #7 above will be carried forward and added to the College contribution for use in the next semi-annual reimbursement period. The maximum amount of dollars to be available in any semi-annual period, including the College contribution and the carry over, will be $20,000.

ARTICLE X - LEAVES

A. Sabbatical Leave

Sabbatical leave is educational leave. It is granted only for the benefit of the College and must be for purposes of scholarly and creative endeavors that advance the professional competence, enrich the teaching, or enhance the research of the unit member to the benefit of the Department or Division and the College.

Upon the completion of seven (7) years of full-time service, a unit member is eligible to be considered for a sabbatical leave. After a sabbatical leave, a person does not become eligible again until the completion of an additional seven (7) years of full-time service.

Leaves are granted without regard to seniority or the number of years a person has been eligible for a sabbatical. The number of sabbatical leaves available each year is limited and depends upon the availability of funds and the availability of personnel to cover the duties and responsibilities of the unit member requesting sabbatical leave.

The procedures to be followed by unit members wishing to be considered for sabbatical are listed below:

1. By November 15, the unit member will submit a detailed proposal in writing including methods and standards of documentation for the successful completion of the proposed sabbatical leave to his/her Dean or Division Administrator.

2. By December 31, the Dean or Division Administrator will submit an evaluation of the proposal based on its merits to the next higher administrator (Division Administrator or President).

3. By March 1, the Division Administrator (unless he/she is covered under Step 2) will submit an evaluation based on the proposal's merit to the President.

4. The President will make a decision concerning the unit member's proposal in time for submission to the Board no later than the regular monthly Board meeting in March.

5. The unit member will be notified in writing by the President of the decision of the Board. Copies will be sent to the Division Administrator and the Dean.

A sabbatical leave may be granted for one, two, or three quarters of the academic year following the year in which the proposal is approved. A sabbatical leave of one quarter shall be at full pay, a two-quarter leave at two-thirds (2/3) pay, and a three-quarter leave at one-half (1/2) pay.

A unit member on sabbatical shall continue to accrue sick leave, retirement credit, insurance benefits, and seniority subject to approval of the appropriate vendor or state agency.

Failure to submit documentation as indicated in #1, will obligate the member to repay the College all benefits granted during the sabbatical within twelve (12) months.

The unit member must return to the College for at least one full year after the sabbatical or will repay the College for all benefits granted during the sabbatical within twelve (12) months.

B. Jury Duty/Court Leave

A full-time employee shall be released for jury duty or to appear as a subpoenaed witness without loss of benefits or wages. An employee required to be absent on jury service shall receive the difference between such employees' regular compensation and the remuneration received by him/her for service as a juror. Employees appearing as an expert witness or as a party in their own non-employment related case must use personal leave and shall not receive the difference between such employees' regular compensation and the remuneration received by him/her for such service.

C. Absence and Sick Leave

Each bargaining unit member earns sick leave cumulative to a maximum total one hundred and eighty (180) days.

Unit members who have accumulated zero through one hundred and thirty (130) days earn 5.42 hours of sick leave per semi-monthly pay period. Unit members who have accumulated over one hundred and thirty (130) days earn 2.71 hours of sick leave per semi-monthly pay period. The smallest unit of sick leave which may be used is one-half hour. All sick leave requests require approval by the Dean or Division Administrator and time available verification by the Treasurer.

New employees and current employees who have a zero (0) balance of earned sick leave days will be advanced a number of sick days equal to the number of sick days earned in any one year period. This advance must be repaid from subsequently earned sick leave. Employees may not apply for additional sick leave advances until prior advance has been repaid (Return to a "0" balance or greater).

Members of the bargaining unit who have a sick leave advance balance may not elect to receive their final four semi-monthly pay checks upon completion of their contracted responsibilities.

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Any employee who leaves the employ of the College with a sick leave advance balance will have their sick leave advance deducted from any check/checks due at the time of their leaving. If after deduction from the employees final check/checks a sick leave advance still exists then the employee has 60 calendar days from the last day of employment to reimburse the College in full. Any balance due after 60 calendar days will be handled according to the College's policy for collection of past due accounts.

Sick leave shall be granted when absence is made necessary by:

1. Personal illness, injury, or exposure to a contagious disease which could be communicated to other employees.

2. Illness of a spouse, child or parent. Sick leave taken in the event of illness of spouse, child, or parent shall be limited to ten (10) days per year.

Certification of Absence - If a unit member is absent five (5) consecutive work days, a certificate signed by a physician must be presented.

Bargaining unit members retiring under the State Teachers Retirement System or the School Employees Retirement System who have at least 10 years of paid service with Jefferson Technical College as a full time employee shall be paid 25% of unused sick leave up to a maximum of 30 days. Unit members retiring with less than 10 years of full time service or unit members who resign shall be paid 10% of unused sick leave up to a maximum of 15 days. The amount to be paid will be based on their per diem at the time of retirement or resignation. Employees discharged by the College are ineligible for this benefit.

D. Funeral Leave

Association members shall be granted up to four (4) days of paid sick leave for a death in the Association member's immediate family. "Immediate family" for this purpose means the Association member's spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law or father-in-law. Up to two additional days may be granted at the discretion of the supervisor.

E. Personal Leave

Members of the bargaining unit shall be entitled to a maximum of three (3) days personal leave per academic year, but no more than two (2) days per quarter, without loss of benefits or wages. Unit members wishing to take personal leave must secure approval of the Dean/Supervisor two weeks prior to the date of leave. The two-week time requirement will be waived for emergency situations as determined by the Dean or Division Administrator. The number of members on leave on a given day may be limited by the College. Personal leave may be cumulative up to a maximum of four (4) days.

F. Authorized Leaves of Absence Without Pay

A leave of absence without pay may be authorized by the President upon approval of the Board of Trustees for a period of not more than twelve months for educational, professional or other purposes, such as parental, prenatal, childcare, and adoption. In cases where leave is not approved, the bargaining unit member at his/her request will be entitled to receive reasons in writing from the President or his designee. A leave shall be granted under this Section for a period not to exceed twelve months for disability, provided that such is not applied for until after an employee's sick leave eligibility is exhausted and adequate certification of continuing disability is provided to the College. Upon return to service of an employee at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

G. Pregnancy Leave

Upon presentation of physician's statement, a bargaining unit member who becomes pregnant shall be entitled to receive a leave of absence without pay for a period not to exceed six (6) weeks. Exhaustion of sick or other types of leave shall not be a precondition for pregnancy leave. Upon return to service of an employee at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

H. Short Term Professional Leave

Bargaining unit members may apply to their immediate supervisor for short term professional leave for the purpose of attending meetings, workshops, conferences, short courses and other appropriate activities directly related to a unit member's work. Each unit member may be approved for three such professional days per academic year by the Dean or Division Administrator. Members shall be reimbursed for expenses for participation in these activities in accordance with the travel policy provisions of this Agreement.

I. Association Leave

The President of the Association or a designee may use up to a total of seven (7) days in any contract year for the purposes of attending meetings of Union affiliates. No more than a maximum of two (2) consecutive days will be permitted under this subsection in any quarter. There will be no reimbursement for expenses for participating in Association functions.

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ARTICLE XI - PAYROLL DEDUCTION/OPTION

A. The College agrees to deduct from the pay of Association members covered by this Agreement the periodic dues of the Association upon receipt from the Association by the Treasurer of an individually written and signed deduction authorization executed by the Association member for that express purpose.

B. The deductions shall continue automatically and shall be irrevocable for periods of one (1) year, and shall be on a continuing basis from year to year unless a request for withdrawal by the Association member for that express purpose is submitted in writing to the Treasurer with a copy to the Association President. Withdrawal of authorization may occur during a period of fifteen (15) days each year ending September 15, provided that notifications of withdrawal are submitted to the Union and College Treasurer during such fifteen (15) day period, and the obligation of the College to deduct shall cease immediately upon receipt of the written notice of revocation of authorization from the Association member.

C. Such authorized deductions shall be made in equal amounts from the pay of Association members in twenty (20) equal installments, beginning with the fourth paycheck of the school year. The College shall transmit the pay deductions to the Association Treasurer on a monthly basis.

D. The enrollment period for such deduction shall be from September 1 to October 15 of each year.

E. The balance of the authorized annual deductions shall be deducted from the final paycheck of a member resigning his/her position, receiving a leave of absence, or terminating his/her employment.

F. The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with these provisions, or in reliance on any notice or authorization form furnished under any provision of this Agreement provided the College has properly executed and otherwise fulfilled its obligation for said payroll deduction pursuant to the provisions herein.

The College retains the right to employ, at its own cost, legal counsel of its choice to intervene in any action containing a claim related to or arising out of these provisions. Said counsel shall cooperate in a professional manner with legal counsel for the Association and counsel for the Association shall provide copies of all pleadings, notices and orders filed in connection with said legal action.

G. Other deductions from pay of unit members may be made upon receipt of a written, signed authorization for the following items, to be provided no later than April 1:

1. Credit Union

2. Tax Sheltered Annuities

3. EPAC Deductions, pursuant to ORC 3599.031.

4. United Way

5. Life Insurance

6. Other purposes mutually agreeable with the College and the Association or as required by law.

H. Payroll Option

Members of the bargaining unit may elect to receive their final four semi-monthly pay checks upon completion of their contracted responsibilities.

ARTICLE XII - STATE TEACHERS RETIREMENT SYSTEM

Membership in the State Teachers Retirement System is mandated for all salaried full-time eligible bargaining unit members. The portion that the employee pays as required by law is "picked up" for purposes of deferring Federal and State income taxes on these amounts. Contributions to the State Teachers Retirement System are paid on behalf of the Bargaining unit employees under the following terms and conditions:

A. The amount to be picked up and paid on behalf of each bargaining unit member shall be the total bargaining unit member contribution as required in Section 3357.51 of the Ohio Revised Code, or any statutory increases therein, of the unit member's gross annual compensation, at no cost to the College, and upon approval of the retirement system. The bargaining unit member's gross annual compensation shall be reduced by the College for the purposes of State and Federal tax only by an amount equal to the amount picked up and paid by the College.

B. The College shall compute and remit all applicable contributions to the STRS based upon annual salary and/or earned compensation which includes the amount of pickup computed herein, but assumes no further liability.

C. The pickup percentage shall apply uniformly to all eligible members of the bargaining unit as a condition of employment. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.

D. The pickup shall become effective January 1, 1986 and shall apply to all compensation including supplemental earnings such as monies paid to bargaining unit members for Business/Industrial Training and for continuing education work and shall be reported to the STRS.

E. The current deferred taxation of the "pickup" is determined solely by the Internal Revenue Service and any tax liability becomes the full responsibility of the employee. The College may refuse to "pick up" if the plan is declared unlawful or improper by the State Teachers Retirement System, Internal Revenue Service, Attorney General, or any agency of the State of Ohio or of the United States, or any court of competent jurisdiction, or should the rules and regulations of the I.R.S., or the STRS, change so as to render this procedure unworkable, the parties agree to return, without penalty, to the former method of computing employee/employer contributions.

F. Payment for all paid leaves - sick leave, personal leave, severance, and supplementals including unemployment and workers' compensation - shall be based on the employee's daily gross pay prior to the reduction as basis (e.g. gross pay divided by the number of days in a unit member's contract).

G. Forms are available in the Administrative Services Office and must be filled out with the appropriate information by all employees.

H. Withdrawal from the System can occur only upon leaving service in the State of Ohio. Forms for such withdrawal may be requested from the State Teachers Retirement System, 275 East Broad Street, Columbus, Ohio 43215.

I. Additional information concerning the State Teachers Retirement System is available in the Administrative Services Office or from the System's Office in Columbus.

J. The College also elects to "pick up", in accordance with the terms and provisions of this Article, contributions on behalf of unit members who participate in retirement systems other than STRS, subject to approval of the particular retirement system.

K. If the STRS system permits the Career Counselor position to be included under the STRS system the College upon request of the unit member will transfer the retirement benefit for this position from SERS to STRS system.

ARTICLE XIII - RETIREMENT INCENTIVE PROGRAM

A. Employer Requirements

The Jefferson Technical College Board will establish a plan to purchase additional service credit for eligible employees as an incentive to retire. The amount of service credit offered is 3 years and is offered uniformly to all eligible employees. However, the number of years purchased for any participant may not exceed 1/5 of the individual's accumulated service credit prior to the purchase.

The plan will remain in effect for the following periods: January 1, 1989 - March 31, 1989, January 1, 1990 - March 31, 1990, January 1, 1991 - March 31, 1991, subject to STRS approval and the conditions listed below. Additionally, the Board will limit the number of employees for whom it purchases additional service credit in a calendar year to 5 percent of its employees who are members of STRS and the bargaining unit on January 1 of that year, except that no more than one position may be rolled forward into each of the second and third years of this agreement subject to STRS approval. Participation in a plan is at the option of the employee.

B. Employee Eligibility Requirements

1. To be eligible to participate, an employee must meet the following criteria:

   a. Be at least 50 years old;

   b. Be employed and currently contributing to STRS;

   c. Be eligible for service retirement after the purchase of ERI credit;

   d. Agree to retire on the anticipated retirement date submitted on the Notice to Employer of Intent to Participate in Retirement Incentive Plan (Form 15-109 [ERI - 2]) and within 90 days after receiving notice from STRS that an agreement to purchase the service credit has been approved.

2. An employee is eligible to receive the total number of years of service credit included in the employer adopted plan, not just the minimal amount needed to qualify for retirement.

3. The employer must pay the cost of service credit purchased for all eligible employees who elect to participate.

4. The employer must pay an amount for each year of credit purchased in an amount determined by cost factor as specified by the STRS actuary.

5. When a limitation has been established, the employees with the greatest amount of service with the employer have priority.

6. STRS will notify the employee and employer when such early retirement credit has been established.

7. A letter of resignation indicating the anticipated retirement date must be submitted with the Notice to Employer of Intent to Participate in Retirement Incentive Plan (Form 15-109 [ERI - 2]). In the event, approval is not received from STRS for any reason the letter of resignation is null and void. The anticipated retirement date must fall after the established date for final grade submission for the spring quarter of the retirement year and prior to or inclusive of August 31.

ARTICLE XIV - ADDITIONAL COMPENSATION/CONTRACTS

I. ADDITIONAL CONTRACTS

A. Auxiliary Instructional Contract

1. Bargaining unit members may apply to teach regularly scheduled credit courses, both on and off campus outside of their assigned work schedule.

2. Teaching members of the bargaining unit wishing to be considered for summer quarter regularly scheduled credit courses should notify their Department Dean/Vice President for Instructional Services in writing by the end of winter quarter. Teaching members of the bargaining unit wishing to be considered for auxiliary instructional contracts in regularly scheduled credit courses offered in other quarters should notify the Department Dean/Vice President for Instructional Services in writing at least 30 days before the start of the quarter. Scheduling of auxiliary instructional assignments will be made by the Department Dean/Vice President for Instructional Services, who will first offer it to the senior applicant who demonstrates that he/she is most qualified for the course. Other employees outside the bargaining unit will be considered in the applicant pool.

3. Teaching unit members may teach a maximum of 15 credit hours or an average of 22 contact hours over the length of the Summer Quarter. During Fall, Winter and Spring Quarters teaching unit members may receive one auxiliary instructional contract to teach regularly scheduled credit course outside their assigned work schedule. Under extraordinary circumstances the Department Dean can recommend that an exception be granted.

4. Non-teaching members of the bargaining unit may apply through their supervisor to the Department Dean to teach regularly scheduled credit courses outside their work schedule. The time frames for this application are those outlined above for the teaching members of the bargaining unit.

5. The compensation schedule for auxiliary instruction shall be two hundred fifty dollars ($250.00) per credit hour.

   In cases when the bargaining unit member agrees to cover classes at the request of the Department Dean/Vice President for Instructional Services, the compensation shall be at a prorated percentage of the auxiliary instructional rate.

B. Overload Contract

Teaching members of the bargaining unit assigned in excess of 15 credit hours or an average of 22 contact hours in an academic quarter as part of their regular workload shall be compensated at a rate of 1/45 of the member's present contract salary for each credit hour or 1/66 of the member's present contract salary for each contact hour, whichever is greater.

C. Supplemental Contracts

Supplemental contracts to serve as advisor to student groups, serve as evening coordinator, serve as evening counselor, or for other purposes may be offered to members of the bargaining unit. The rate of compensation for fulfillment of the duties stated in the contracts will be $13.00 per hour. The College will define the duties to be performed, the maximum number of hours to be reimbursed and the criteria to measure successful completion of the contract and will state these in the contract. Payment for supplemental contracts will be made upon successful completion of the contract. All work performed under a supplemental contract will be performed outside the bargaining unit member's approved scheduled work hours.

II. ADDITIONAL COMPENSATION

A. Proficiency Testing Rate

A request for a proficiency examination as defined in the college catalog will be submitted by the student to the Department Dean/Vice President for Instructional Services. If approved by the Department Dean/Vice President for Instructional Services arrangements will be made to administer the examination. If a bargaining unit member gives the examination outside of his/her approved work week the rate of reimbursement to the unit member will be ten dollars ($10.00) per test per student.

B. Extended Workweek Compensation

Hours worked by non-teaching bargaining unit members (the Director of Library Services and Career Counselor) in excess of 37.5 hours per week will be compensated at the rate of $13.00 per hour. Extended workweek time must be approved by the Division Administrator in advance.

III. PAY CHECK STUBS

All additional compensation shall be recorded separately on the stub of each pay receipt.

ARTICLE XV - PERSONNEL FILES

A. There will be established and maintained one (1) official personnel file on bargaining unit members. This file will be maintained in the Office of Administrative Services.

B. Access to the official personnel file shall be available during regular office hours to the employee and/or his/her representative upon request to the Vice President for Administrative Services or his/her designee. The review of such personnel file shall be in the presence of the Vice President for Administrative Services or his/her designee. Neither the file nor any part thereof shall be removed from the College's offices.

C. Bargaining unit members shall be informed of any complaint by a student or member of the public which is directed toward them and which will become a matter of record.

D. Anonymous letters or materials shall not be placed in the bargaining unit member's file nor shall they be made a matter of record. Each bargaining unit member shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Union may, at the bargaining unit member's request, accompany the member in such a review.

E. Each member of the bargaining unit shall have the right to dispute the accuracy, relevancy, timeliness or completeness of information in writing contained in the file.

F. Each member of the bargaining unit shall have the right to request in writing that such disputed materials be removed from the file. Such request shall specifically identify the material objected to and the basis for the dispute. When such a challenge is made, a reasonable investigation of the disputed information will be conducted by the President or his/her designated representative(s). Any information which cannot be verified or is found to be inaccurate by the College or an arbitrator will be deleted.

G. Should it be determined that the disputed information should not be removed, the disputant will be permitted to include in the file a brief written statement of his/her position and a notation that the disputant protests that the disputed information contained in his/her file is inaccurate, irrelevant, outdated, or incomplete.

H. A unit member may be charged actual cost for any copies of materials placed in or requested from his/her personnel file.

ARTICLE XVI - EVALUATIONS

A. Bargaining Unit Member Evaluation

The criteria for evaluation, the method and the evaluation instrument will be established by the College. By the end of the second week in fall quarter each bargaining unit member will be advised as to the evaluation procedure and criteria. All members of the bargaining unit shall receive an annual evaluation. This annual evaluation will be prepared by Administrative personnel and will be in writing with a copy to the bargaining unit member prior to College Commencement.

All evaluations shall be signed by both the evaluator and by the person evaluated and kept on file. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been inspected by him/her. The person evaluated shall be given the opportunity to rebut the evaluation in writing.

Prior to the annual evaluation, deficiencies noted as less than satisfactory will have been communicated in writing to the bargaining unit member. At his or her request the College will have made assistance available to the bargaining unit member to correct these deficiencies.

In the case of a dispute involving the evaluation of an employee, the employee may specify such dispute in writing and the reasons therefor.

The evaluation procedures herein do not effect the right of the College to non-renew as provided for in the Job Security provisions of this Agreement.

ARTICLE XVII - FACULTY RANK

The College may employ exceptional applicants at any rank. In establishing the rank at which an individual is placed, all previous teaching and related business or industrial experience will be considered.

Faculty rank of Instructor, Assistant Professor, Associate Professor, or Full Professor may be awarded on the basis of degrees obtained, work experience, recency of experience and graduate work, the number of years employed by the College, graduate courses taken beyond an attained degree, achievement of a professional license, evidence of maintaining the latest developments in his/her profession, and post-secondary teaching experience. Specific guidelines for promotion consideration shall be made known to the Association and its members upon request. Department Dean/Division Administrators are required to direct each faculty under his/her supervision to specific guidelines for future promotions.

The procedures to be followed by faculty wishing to be considered for promotion are listed below:

1. By November 15 the faculty member should submit in writing to his/her Dean the request for promotion consideration.

2. By December 31, any materials or data supporting the promotion request should be submitted to the Department Dean. These materials and official documents should be related to the criteria rank descriptions/requirements as set forth in Guidelines for Faculty Rank as determined by the College.

3. By January 31, the Department Dean shall have reviewed the candidate's qualifications, and shall have met with the candidate to inform him/her of the recommendations to the Vice President for Instructional Services.

4. By March 1, the Vice President for Instructional Services shall submit in writing to the President and also to the candidate both the recommendation and the reasons for the recommendation.

5. The President will make a decision concerning faculty promotion in time for submission to the Board no later than the regular monthly Board meeting in March.

6. Should the President not accept a promotion recommendation he/she shall provide reasons in writing to the Vice President for Instructional Services, Department Dean, and the candidate.

7. Should the candidate not have been granted promotion, he/she has the option of meeting with his/her Dean and the Vice President for Instructional Services to devise a plan for future achievement that, when satisfactorily completed, would be adjudged as meeting the rank advancement requirements.

The Career Counselor and Director of Library Services are not eligible for faculty rank.

ARTICLE XVIII - CONTINUED PERFORMANCE

No member of the bargaining unit or any organization, individual, employee or agent on behalf of such member of the bargaining unit shall sponsor or endorse a work stoppage in contravention of Chapter 4117 of the Ohio Revised Code.

ARTICLE XIX - TRAVEL POLICY

A. Approvals

All unit members who are required or request to make trips at College expense must have approval in advance from the President, upon recommendation of the appropriate Department Dean and/or Division Administrator.

B. Reimbursement for Personal Expenses

1. General

All expense accounts must be submitted on the forms provided by the College. Detailed travel and expense policy appears on the reverse side of the Travel and Incidental Expense Reimbursement Request Forms. Reimbursement may be partial or full, subject to the terms agreed to when the trip was approved. The minimum reimbursement request is five dollars ($5.00).

2. Advances

The State Auditor's Office has ruled that cash advances to individuals are not permitted. Certain expenses, such as registration fees for conferences and commercial transportation, may be paid in advance when specific conditions exist as set out in the detailed policy.

3. Transportation

If travel is by privately owned car, reimbursement will be made at the IRS mileage rate in effect on the anniversary date of this agreement. If common carriers service including airlines is used, the ticket stubs must be attached to the Personal Expense Voucher. Where more than one employee travels in the same car, the car travel allowance will be paid to the car driver only. Furthermore, reimbursement for use of a personal car shall not exceed routine trip coach air fare. Any person driving his/her own or other privately owned car while traveling on college business assumes all responsibility for accidents, property damage, or public liability.

4. Hotel and Meals

Hotel charges must be restricted to a reasonable amount. Receipted hotel bills must be attached to the expense voucher. When multiple occupancy occurs the College will reimburse the unit member at his/her proportionate share. Hotels and meals must be itemized showing the cost for each day.

5. **Miscellaneous Items**

College business related telephone, telegraph, registration fees for conventions, highway and bridge tolls, parking, and baggage expense will be reimbursed when properly itemized and explained. Expenses such as barber bills, laundry, clothes pressing, shoe shines and personal entertainment expense are not authorized.

No bargaining unit member will be reimbursed for travel expenses without prior approval of his/her Department Dean and/or Division Administrator. All travel for fiscal year July 1 to June 30 must be submitted to the Business Office for payment no later than 30 calendar days after the termination of the fiscal year on June 30. The five dollar ($5.00) minimum will be waived in such cases.

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ARTICLE XX - MISC. PROVISIONS

A. Student Load

1. The unit member's rate of payment for courses conducted will not be affected by the number of students in a course.

2. Prior to the submission of the final draft of the College's annual schedule, the College will seek input from the Association regarding course limits.

B. Loss of Wages

Unauthorized absence or absence in excess of accumulated leave by bargaining unit members will result in the appropriate reduction of wages based on a per day portion of the contract salary.

C. Support Services

1. Xerox

Xerox/copying facilities shall be available to the bargaining unit members on days and evenings when classes are in session. Material submitted for copying shall be copied according to procedures established by the College Administration.

2. Lab Assistants

Employment of laboratory assistants shall be approved by the College Administration.

3. Office Facilities

Each full-time faculty member shall be provided with office space.

4. Educational supplies shall be made available to each bargaining unit member at no cost according to College defined procedures.

5. A lounge area will be designated for faculty use.

D. Program Director

Bargaining unit members may be assigned the responsibility of Program Director at the discretion of the Dean/Vice President Instructional Services.

Said Bargaining unit members shall be:

1. Designated as a Program Director;

2. Provided three (3) credit hours release time per quarter;

3. Provided with a job description;

4. Appointed for an academic year;

5. Provided one (1) credit hour release time or a two (2) credit hour auxiliary instructional contract in the quarter in which a formal program self study accreditation/reaccreditation report, that requires a program on-site visit, is written and mailed to the accreditation agency.

E. Employment Responsibilities and Regulations

The College when establishing and changing job descriptions will consider input from the Association. Once established or changed such information shall be made known to the Association and to the affected unit members. Once established job descriptions may only be changed during the annual anniversary month of this Agreement.

F. Conflicts of Interest

The personal conduct of a bargaining unit member is not within the appropriate concern or attention of the Board provided such conduct is not in violation of law, and except as it may directly prevent the bargaining unit member from properly performing his/her assigned functions during the workday.

G. Collegiality

The College will seek input from bargaining unit members on matters of curriculum, equipment purchase and other instructional items.

H. College Calendar

The College reserves the right to establish and change the annual academic calendar. However, in establishing the College calendar, input from the Association will be sought prior to the submission of the first draft of each College catalog.

I. Individual Rights

Neither the College nor the Union shall discriminate against bargaining unit personnel on the basis of race, color, creed, age, national origin, sex, religion, handicap, or for the exercise of rights protected by the laws and Constitution of the United States and the laws and Constitution of the State of Ohio.

ARTICLE XXI - WORKLOAD

A. Teaching Members of the Bargaining Unit

The academic year for teaching members of the bargaining unit shall consist of three (3) quarters annually beginning September 1 through the completion of Spring Quarter plus twenty (20) non-instructional days assigned by the College between September 1 through and inclusive of Commencement, which will normally take place by the 3rd weekend in June.

If there are no qualified volunteers for courses required to be offered during the summer quarter, and if qualified instructors from outside the bargaining unit are not available, the least senior qualified bargaining unit member will be assigned. Such auxiliary contract assignment will be rotated each summer in order of the least senior qualified bargaining unit member who has not previously been assigned. Bargaining unit members required to work summer quarter will have two consecutive calendar weeks during which they will be excused from their normal work load between the end of summer quarter and the beginning of fall quarter.

A full-time instructional assignment is a 15 credit hour teaching load per quarter or an average of 22 contact hours per week over the length of the quarter. In the event an assignment in a specific quarter exceeds this full-time teaching load, the teaching unit member will be compensated at the rate identified in the overload provision of this Agreement.

Other departmentally related assignments will be given full-time teaching unit members whose course assignments are less than a full-time instructional load.

Within any five-day workweek each teaching member will schedule and post a minimum of six (6) office hours on campus. No office hour(s) need be scheduled on any weekday that the member is not otherwise required to be on campus. The schedule of office hours is subject to approval by the Dean and can be changed with one week's notice. Teaching unit members contracts will contain a provision for day/evening and Saturday instruction. The work hours will be adjusted according to evening/Saturday assignment. The College may schedule additional hours for committee assignments, recruitment, and any other job related assignments.

B. Non-Teaching Members of the Bargaining Unit

Effective September 1, 1989, the non-teaching members of the bargaining unit (Career Counselor and Director of Library Services) will work 37.5 hours per week assigned by their supervisor. The work year will be 195 days from September 1 through and inclusive of commencement.

At the College's option up to five additional work weeks can be scheduled at a $13.00 per hour rate of compensation. The weeks will be scheduled contiguous to the regular school year and may be split. The College will notify the unit members of the summer assignment by December 31 of the preceding year.

In the event that either the Director of Library Services or Career Counselor position(s) becomes vacant, the replacement(s) will work a 223 day schedule between September 1 and August 31 and the additional compensation for the summer assignment will be eliminated.

ARTICLE XXIII - REDUCTION-IN-FORCE

The College pursuant to ORC 4117.08(C)(5) has the right and responsibility to layoff, transfer, assign, schedule, promote or retain employees.

The College may determine that changes in programming, student load and/or services may result in the layoff of bargaining unit members. Prior to the decision to layoff bargaining unit members, the College will have made an attempt to review possible alternatives.

A. Procedure Prior to Layoff

1. The College will notify the Association President and the members affected of potential layoffs occurring in the succeeding academic year by April 1.

2. Any reduction in force shall be first accomplished through attrition insofar as it is possible to do so - that is, the number of unit members affected by the layoff will be kept to a minimum by not employing replacements for those unit members who retire or resign. The employment of replacements for some positions may be necessary in the event that unit members do not possess the necessary qualifications for the position to be filled.

3. Any layoff of bargaining unit members shall be preceded by the reduction of part-time employees in the program to be reduced except for those part-time employees who teach courses for which bargaining unit members do not possess the necessary qualifications. For bargaining unit members with 4 to 8 years of service at the College part-time courses being instructed in no more than two (2) programs will be combined where possible to create a full-time assignment; for unit members with 9 or more years of service at the College courses being instructed under part-time contracts in no more than three (3) programs will be combined to create a full-time assignment. Members must demonstrate current qualifications to teach these courses.

B. Layoff Procedure

1. If layoff is necessary in any program the College will provide the Association President and the members affected with a seniority list.

2. The seniority list for the affected program will rank unit members by length of full-time service at the College. Bargaining unit members will be laid off in reverse order of the seniority list.

3. Bargaining unit members affected will be notified by registered mail of the effective date of the layoff.

C. Recall Procedure

1. A laid-off bargaining unit member shall be offered reemployment when a vacancy becomes available for which he/she is qualified. Recall shall be in order of seniority with the most senior qualified being recalled first.

2. Bargaining unit members being recalled shall be notified by registered mail to their last known address and shall have ten (10) calendar days from the date of delivery to respond affirmatively in writing. It shall be the bargaining unit member's responsibility to make appropriate arrangements for forwarding a receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.

3. If the bargaining unit member fails to report in writing within ten (10) calendar days from the date the recall notification was delivered, and/or fails to report to the College on the date specified he/she shall be removed from the RIF list and the Board of Trustees shall have no further obligations to him/her.

4. A bargaining unit member who has been laid-off shall be placed on a recall list according to the following schedule.

   0 - 5 years service equals 1 year recall.
   6 - 10 years service equals 2 years recall.
   11 or more years service equals 3 years recall.

   During the recall period, the bargaining unit member's salary step and advancement benefits shall cease, but shall be reinstated when recalled. Bargaining unit members on the recall list who desire to teach part-time classes must comply with the notification requirements listed in the part-time subsection of this Agreement. Bargaining unit members who are on the recall list will be given first option to teach on a part-time contract, courses for which they are qualified. Bargaining unit members who are employed on a part-time basis while on the recall list shall earn service credit at a rate of 1/45 of a year for a credit hour taught. During the first year of the recall period, the bargaining unit member shall be eligible to receive tuition remission and tuition reimbursement benefits. The College shall cease payment of all other bargaining unit member's benefits upon layoff. However, the bargaining unit member may continue his/her medical coverage as outlined in the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or continue their life insurance coverage for a period of 12 months from the expiration of their current individual contract by assuming the total cost of the applicable benefit. Continuation of benefits are subject to the approval of the carriers. If an individual is not recalled within the above recall period, his/her employment status will be changed from "layoff" to "termination."

ARTICLE XXIII - GRIEVANCE/ARBITRATION PROCEDURE

A. Philosophy and Purpose

The purpose of the grievance procedure is to secure a decision at the lowest level by the Administrator having the authority to resolve it.

Every effort should be made to resolve the issue when it arises on an informal basis rather than enter into formal proceedings.

This procedure will be available to all unit employees with the guarantee that no reprisals of any kind will be taken against any employee initiating or participating in the grievance procedure. Any reprisals would also be subject to the grievance procedure.

B. Definitions

A GRIEVANCE shall be defined as a formal charge or claim by a bargaining unit member or by the union alleging that there has been a violation, misapplication of, or a failure to comply with a provision of this Agreement.

A GRIEVANT shall mean any unit employee or the Association expressing a grievance. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

RESPONDENT shall mean the Jefferson Technical College District Board of Trustees.

WORKDAY, any day (excluding Saturdays and Sundays) when the College, according to the official calendar, is open and conducting College business.

C. Procedure

The procedures of the grievance system are divided into informal and formal methods. Regardless of the method, it is important that the grievance be processed as quickly as possible at each administrative level, so as to render a decision to the grievant as soon as possible.

The number of days indicated herein, should be considered maximum.

Time limits specified may be extended by mutual agreement of all parties involved.

D. Formal Procedure (Step 1)

The grievant who wishes to file a formal grievance shall submit a completed copy of the Grievance Report Form, to his or her immediate supervisor within thirty (30) working days of the act or occurrence giving rise to the grievance. The form shall be complete and contain a concise statement of the grievance and must cite specific sections of this Agreement being grieved.

The Supervisor or designee shall then meet with the grievant in order to reach a decision within eight (8) working days of receipt of the grievance. The decision and rationale for the decision shall be in writing within eight (8) working days after such meeting. Copies shall be provided to the grievant, Association President, and the Vice President for Administrative Services.

E. Division Administrator (Step 2)

If the grievance is not resolved at this point, the grievant or the respondent may submit to the Division Administrator, a completed copy of the Grievance Report Form within ten (10) working days after the supervisor renders his/her decision.

The Division Administrator or designee shall then meet with the grievant in order to reach a decision within ten (10) working days of receipt of the matter to the grievant's Division Administrator. The decision and rationale for the decision shall be in writing within ten (10) working days after such meeting. Copies shall be provided to the grievant, Association President, and the Vice President for Administrative Services.

F. Presidential Review (Step 3)

If the grievance is not resolved at this point, the grievant or respondent may submit to the President or his designee, a completed copy of the Grievance Report Form within ten (10) working days after the Division Administrator renders his/her decision.

If requested, the President or his designee shall meet within ten (10) working days after the receipt of the Grievance Report Form from the grievant or the respondent. The grievant and respondent are entitled to have representatives present at the hearing. Upon completion of the meeting(s) the President shall notify the grievant in writing of the decision and the rationale for the decision within ten (10) working days from the date the meeting is concluded. Copies of the decision and the rationale for the decision shall be sent to the grievant, Association President, and the Vice President for Administrative Services.

G. Binding Arbitration (Step 4)

If the grievance is not resolved by the President, the grievant upon approval of the Union may submit to the chairperson of the Board of Trustees a completed copy of the Grievance Report Form within ten (10) working days of the receipt of the written response by the President, and may request an outside arbitrator.

The arbitrator shall be requested by the grievant within twenty (20) additional working days pursuant to the Voluntary Rules of the American Arbitration Association. The AAA will submit a list of names from which an arbitrator will be selected.

The fees and expenses of arbitration shall be borne equally by the College and grievant.

The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days unless the parties agree otherwise. The arbitrator's decision shall be final and binding upon the parties. Arbitration shall be limited to one grievance at any one time, and the arbitrator shall not have power to add to or subtract from, or modify any of the terms of this Agreement.

H. General Provisions

All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.

A grievance may be withdrawn at any level by the grievant without prejudice.

Time limits indicated in this grievance procedure are maximum limits only. Every effort shall be made to resolve the grievance at the earliest possible date. However, any grievance not timely presented for disposition at any step herein shall not thereafter be considered a grievance under this Agreement and shall be deemed settled pursuant to the last response of the college and further appeal shall be waived and barred. Failure on the part of the College to timely respond to a grievance at any step shall cause such grievance to proceed to the next step.

Within the above time frames, the parties may agree to hold additional meetings.

If a grievance must be resolved at a specific administrative level because of the authority vested in that position, preliminary levels may be by-passed by mutual consent of all parties.

The grievant must be present at each and every step herein, and the association has the right to be present at each and every step.

Both parties are to have reasonable access to relevant available information concerning the grievance.

The grievant, upon his/her request, shall be entitled to Union representation at any meeting of the grievance procedure. During the term of this Agreement, no organization other than the Union shall be permitted to represent any bargaining unit member in the grievance process.

All notices of hearings and disposition of grievances shall be first hand delivered, with date of receipt recorded thereon, or if hand delivery is not appropriate, mailed by registered letter to the grievant's last known mailing address. It is the responsibility of the grievant to keep the College informed as to current mailing address.

Hearings at all internal steps of the grievance procedure shall be conducted at a mutually agreeable time and place.

Grievance forms included in Appendix A.

ARTICLE XXIV - SALARY SCHEDULE

Effective September 1, 1988, all bargaining unit members shall be placed on the attached salary schedule according to their current level of education as of September 1, 1988 and full years of service with Jefferson Technical College. Such salary shall be for the contract year as defined herein.

Hereafter, bargaining unit members who possess the necessary credentials to be reclassified must present official documentation to the Dean or Division Administrator by January 31. If their classification meets the documentation requirement it will be noted in the member's next contract to be issued April 1 with the appropriate salary increase effective on the next date identified on the salary schedule. Satisfactory documentation shall mean that the degree or course work is in a field directly related to the member's assignment and was undertaken and successfully completed with a grade of "C" or better at an institution which holds full accreditation membership at one of the seven Regional Institutional Accrediting Bodies recognized by the Council on Post Secondary Accreditation.

If an individual anticipates completing course work prior to the beginning date of the new contract which would lead to advancement on the salary schedule the individual should put the College on notice of the fact by submitting a letter to their Dean or Division Administrator by January 31 prior to the next contract year.

A new contract reflecting the satisfactory completion of course work will be issued to the bargaining unit member who has provided such notice after the unit member has provided satisfactory documentation.

SALARY SCHEDULE FOR BARGAINING UNIT MEMBERS

YRS OF SERVICE	NO DEG. OR ASSOC.	BACHELORS	BACHELORS PLUS 15	MASTERS	MASTERS PLUS 30
0	0.8889	1.0000	1.0750	1.1500	1.2250
1	0.9333	1.0500	1.1278	1.2056	1.2861
2	0.9778	1.1000	1.1806	1.2612	1.3472
3	1.0222	1.1500	1.2334	1.3168	1.4083
4	1.0667	1.2000	1.2862	1.3724	1.4694
5	1.1111	1.2500	1.3390	1.4280	1.5305
6	1.1555	1.3000	1.3918	1.4836	1.5916
7	1.2000	1.3500	1.4446	1.5392	1.6527
8	1.2444	1.4000	1.4974	1.5948	1.7138
9	1.2889	1.4500	1.5502	1.6504	1.7749
10	1.3333	1.5000	1.6030	1.7060	1.8360
11*	1.3778	1.5500	1.6558	1.7616	1.8971
16*	1.4222	1.6000	1.7086	1.8172	1.9582

BACHELOR'S BASE - (September 1, 1988 - August 31, 1989) - $18,750
BACHELOR'S BASE - (September 1, 1989 - August 31, 1990) - $19,250
BACHELOR'S BASE - (September 1, 1990 - August 31, 1991) - $20,000

All current bargaining unit members who received credit for prior teaching/work experience on the salary schedule under the agreement in effect from July 20, 1986 through December 31, 1988 shall retain that credit.

New bargaining unit members with prior work/teaching experience will receive credit for up to two years work/teaching experience on the salary schedule upon submission of appropriate documentation.

For positions where the current base does not attract qualified employees due to existing market value, the College may award up to an additional two years service credit on the salary schedule at the College discretion.

*The step on the salary schedule for bargaining unit members for 11 years of service will be effective 9/1/88 and the step on the salary schedule for bargaining unit members for 16 years of service will be effective 9/1/89.

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ARTICLE XXV - NEGOTIATIONS PROCEDURES/SUCCESSOR AGREEMENT

Negotiations for a successor agreement shall proceed in accordance with ORC 4117, except as otherwise provided below.

A. Negotiating Period

The length of the negotiating period shall be a maximum of sixty (60) calendar days commencing with the date on which notice is served on the other party, unless an extension is mutually agreed to.

B. Representation

Representation at all bargaining sessions shall be limited to a total of six (6) representatives each for the College and the Association. The expense of the representatives shall be the responsibility of the party so requesting them. It is understood and agreed that no third party participation will be permitted without mutual agreement. It is further understood and agreed that each side will submit to the other the names of their representatives at least ten (10) days prior to the commencement of bargaining. Any changes will be provided in writing to the other side at least 48 hours prior to the next scheduled bargaining session, absent mutual agreement otherwise.

C. Negotiating Sessions

1. Before each and every negotiating session adjourns the establishment of a mutually agreeable agenda, time, date and place for the next session between said teams shall take place.

2. At the initial negotiations session, written proposals shall be exchanged by the parties. No new items shall be submitted thereafter except upon mutual agreement of the teams.

3. All negotiation meetings shall be conducted in executive session exclusively between said representatives unless the parties mutually agree otherwise.

4. When negotiations are conducted, the Union's negotiating team shall be excused from other duties.

D. While Negotiations are in Progress

1. Caucuses

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus. Caucus shall be of reasonable length.

2. Exchange of Information

Upon reasonable advance request to the College President and at the cost charged to other employees of the college for each copy to the party making such request, all available public information as such is defined by the Ohio Revised Code, shall be provided, related to subjects of negotiation.

E. Agreement

1. As tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing and initialed by each team. It is understood that each tentative agreement is reached pending ratification of the Agreement as a whole by the Association and final approval of the same by the Board of Trustees.

2. If tentative final agreement is reached on all matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted first as a package to the Association for ratification within seven (7) working days. The Association President shall orally advise the College President of such action taken, to be immediately thereafter followed by notification in writing to the Board of Trustees by the Association. Such written agreement shall be submitted to the Board of Trustees for its approval. The Board of Trustees shall take action at its next regular or special meeting, to take place no more than seven (7) working days after the receipt of the Association's written notification, and shall be in writing advise the Association of the action taken.

F. Final Agreement

Upon ratification by the Association and the approval by the Board of Trustees, both parties shall retain a signed copy of the final agreement. Also, one signed copy of the collective bargaining agreement entered into between the Board of Trustees and the Association shall be jointly filed with the State Employment Relations Board (SERB) within thirty days of the execution of such agreement.

G. Impasse Procedures

Impasse procedures shall be governed by the pertinent provisions of the Ohio Revised Code, Chapter 4117.

ARTICLE XXVI - SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, the applicable state or federal law shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law shall continue in full force and effect in accordance with their terms.

If, during the term of this Agreement, there is a change in any applicable state or federal law which would invalidate any provision of this Agreement or a provision of this Agreement is declared invalid by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

The College reserves the right to promulgate reasonable rules and regulations. Any item not covered in this Agreement may be covered by existing College policy, rule, or regulation, provided that such policies, rules, or regulations do not conflict with the provisions of this Agreement.

ARTICLE XXVII - EFFECTS OF AGREEMENT

Neither the Association nor the College waive any rights to bargain or refuse to bargain during the term of this Agreement respecting mandatory subjects of bargaining as defined in ORC Chapter 4117, except as may be limited by ORC Chapter 4117.

ARTICLE XXVIII - NO REPRISAL

Neither the College nor the Association shall take any reprisal against any unit member who exercises their rights guaranteed by Chapter 4117 of the Ohio Revised Code.

ARTICLE XXIX - DURATION

IN WITNESS THEREOF, we, the undersigned representatives of the Board of Trustees and the Jefferson Technical College Education Association, its officers and members, hereby enter into this Agreement on the 1st day of January, 1989, by and between the Jefferson Technical College and the Jefferson Technical College Education Association, effective through 31 December 1991. The increase in the members full-time contract base salary agreed to in the successor agreement (effective January 1, 1992) shall be fully retroactive to September 1, 1991.

JEFFERSON TECHNICAL COLLEGE EDUCATION ASSOCIATION	JEFFERSON TECHNICAL COLLEGE
_____	_____
_____	_____
_____	_____
_____	_____

* * * * * * * * * * * * * *

APPENDIX A

JEFFERSON TECHNICAL COLLEGE
GRIEVANCE REPORT FORM

STEP ONE

Name of Grievant: _____

Department: _____

Position: _____

Date Filed: _____

Date of Knowledge of Grievance: _____

_____

Statement of Grievance: (Set forth the facts, dates, and provisions of the Agreement that are alleged to have been violated and the redress desired.)

_____

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_____

Signature of Grievant: _____ Date: _____

Date Received by Immediate Supervisor: _____

Meeting Requested: Yes_____ No_____ Date Meeting Held_____

Use additional pages if necessary

STEP ONE (CONT'D)

Disposition by Immediate Supervisor: _____

_____

_____

_____

Presented to: _____ Date: _____
Employee

Signature of Immediate Supervisor: _____

STEP TWO

APPEAL TO THE DIVISION ADMINISTRATOR Date Presented: _____

Reason for Appeal: _____

_____

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Signature of Grievant: _____

Date Received by the Division Administrator: _____

Date Meeting Held to Discuss Grievance: _____

Disposition by the Division Administrator: _____

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Presented to: _____ Date: _____

Signature of Division Administrator _____

Use additional pages if necessary

STEP THREE

APPEAL TO THE PRESIDENT Date Presented:_____

Reason for Appeal:_____

_____

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_____

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Signature of Grievant:_____

Date Received by the President or designee:_____

Date Meeting Held to Discuss Grievance:_____

Disposition by President or designee:_____

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Presented to:_____ Date:_____
Employee

Signature of President or Designee:_____

Use additional pages if necessary

Individual Salaries of Negotiated Agreement

Current Index 1/13/89	87/88 Base 18,500	88/89 Base 18,750	89/90 Base 19,250	90/91 Base 20,000	Percentage Change
Akhavi Seyed	0	18,750	20,213	22,000	---
Anderson Lewis J	33,966	35,571	36,519	37,942	11.71%
Canter, Kathy J.	20,350	21,563	23,100	25,000	22.85%
Cardoon Cynthia	23,125	27,818	29,630	31,896	37.93%
Carson Janet E.	31,561	33,030	34,981	36,344	15.15%
Chadwick, Robert	24,050	25,313	26,950	29,000	20.58%
Clarkam Linda	20,350	23,325	22,138	24,000	17.94%
Decker, Robert J	23,125	26,096	27,809	29,948	29.50%
DiPino, Edward A.	31,561	33,030	34,981	36,344	15.15%
Domonkos, Istvan	33,966	35,571	37,695	39,164	15.30%
Ewusiak, Sandra L.	27,750	29,063	29,838	31,000	11.71%
Fusco, Marsha T.	27,750	29,063	29,838	31,000	11.71%
Gallo Rosemary A.	27,750	29,063	29,838	31,000	11.71%
Gaumer, Shelly	18,089	21,563	23,100	25,000	38.21%
Guz, Ericka	24,050	25,313	26,950	29,000	20.58%
Hart, Thomas R.	33,966	35,571	37,695	39,164	15.30%
Higgens, Gretchen	21,377	25,313	26,950	29,000	35.66%
Hope, William T.	31,561	33,030	34,981	36,344	15.15%
Howells, Norman C.	30,575	32,134	34,167	36,720	20.10%
Japozynski, Donald	31,561	33,030	34,981	36,344	15.15%
Keenan, Kathleen	31,561	33,030	34,981	36,344	15.15%
Kusko, George L.	31,561	33,030	34,981	36,344	15.15%
Leech, Carolyn R.	31,561	33,030	34,981	36,344	15.15%
Levite, Bernard L.	31,561	33,030	34,981	36,344	15.15%
Mamone, Burnadette	29,656	33,030	33,911	35,232	18.80%
McChancy, James	19,425	0	0	0	-100.00%
Michael, Paul G.	33,966	35,571	37,695	39,164	15.30%
O'Donnell, Anthony	31,561	33,030	34,981	36,344	15.15%
Petrozzi, Rocco A.	27,750	29,063	30,800	32,000	15.32%
Plesich, Thomas D.	31,561	33,030	34,981	36,344	15.15%
Rauch, Judith L.	31,561	31,988	33,911	35,232	11.63%
Robinson, Donna L.	24,666	25,834	27,377	28,444	15.32%
Rogers, Caroline M.	31,561	33,030	34,981	36,344	15.15%
Ruthem, Mary Beth	26,825	28,125	29,838	31,000	15.56%
Smith, Barbara	31,561	33,030	34,981	36,344	15.15%
Smith, Doris J	24,666	25,834	26,523	27,556	11.72%
Smith, Robert E.	31,561	33,030	34,981	36,344	15.15%
Spiewak, Stella N.	31,561	33,030	34,981	36,344	15.15%
Sutherland, Sondra	27,447	28,860	30,700	33,008	20.26%
Trikones, Earl H.	24,666	25,834	26,523	27,556	11.72%
Turner, Stephen H.	26,825	28,125	29,838	31,000	15.56%
Van Beneden, Patricia	31,561	33,030	34,981	36,344	15.15%
Van Fossen, Barbara	31,561	35,571	37,695	39,164	24.09%
Vince, Dennis R.	33,966	35,571	37,695	39,164	15.30%
Ward, Dennis M	27,750	29,063	30,800	32,000	15.32%
Mackey, Robert	30,906	32,054	33,138	35,446	14.69%
McGuire, John	35,169	35,468	37,419	38,782	10.27%
Totals	1,320,459	1,393,831	1,471,008	1,540,742	16.68%

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Grievance Report Form - Page 4

STEP FOUR

APPEAL TO BINDING ARBITRATION

Reason for Appeal:_____

_____

_____

_____

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_____

_____

_____

_____

_____

Signature of Grievant:_____ Date Presented:_____

Use additional pages if necessary

7/20/86

Individual Salaries of Negotiated Agreement

Dollar Increase			
VS Previous Year	73,372	77,177	69,734
Percentage Increase			
VS Previous Year	5.56%	5.54%	4.74%
Retirement Increase			
VS Previous Year	10,272	10,805	9,763
Percentage Increase			
VS Previous Year	6.33%	6.31%	5.40%
Total Budget Increase			
VS Previous Year	83,644	87,982	79,497
Total Budget Increases	83,644	171,626	251,123
Total Percentage Increase			16.68%

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Jefferson Technical College

4000 Sunset Boulevard • Steubenville, Ohio 43952 • 614-264-5591

Office of the President

TO: Gretchen Higgins, President, J.T.C.E.A.

FROM: Edward L. Florak, President

SUBJECT: Memo of Understanding between Jefferson Technical College and J.T.C.E.A.

DATE: January 26, 1989

During the most recent negotiations between the Jefferson Technical College and the Jefferson Technical College Education Association, resulting in an agreement effective from January 1, 1989, through December 31, 1991, the following understandings were reached in regard to non-teaching bargaining unit members:

1. Effective 9/1/89, the work schedules of John McGuire, the Director of Library Services, and Robert Mackey, the Career Counselor, will change from 223 annual work days to 195 annual work days, plus five weeks assigned at the option of the College. To effect this change, the following actions will be taken:

   A. The Librarian, John McGuire, and Career Counselor, Robert Mackey, will work the annual schedule established in the last agreement, effective from 7/20/86 through 12/31/88, until 8/31/89. They will accumulate and utilize the annual leave benefit in the manner identified in the previous agreement until 8/31/89.

B. The salary paid these individuals from the effective date of the newly negotiated agreement (1/1/89) through 6/30/89 will be the higher of either the semi-monthly rate in effect from 7/1/88-12/1/88 or the semi-monthly rate calculated by adding $2,437.50 to the salary generated by the individual's placement on the salary index in effect upon the ratification of the present agreement.

C. For the period 7/1/89-8/31/89, these two individuals will receive a contract extension. The rate of payment for these additional two months will be the bi-monthly salary amount received from the effective date of the present agreement (1/1/89) through 6/30/89 times four bi-monthly payments. The individual employment contract issued to these two individuals in April of 1989 will be for the period 9/1/89-8/31/90.

D. By 8/31/89 these two individuals will have taken all outstanding annual leave days (hours) or have requested in writing that up to a maximum of ten outstanding leave days (hours) are taken, paid off in cash, or a combination of these two methods, all days (hours) must be exhausted by 8/31/89 as none will be carried beyond the 8/31/89 deadline.

E. Effective 9/1/89 and thereafter, these two individuals will be covered by the terms of the negotiated agreement in effect from 1/1/89 to 12/31/91.

2. The above is intended only to summarize the key understandings

reached during the most recent negotiations between the parties in regard to the non-teaching unit members, and is not intended to conflict with Article XXI, Section B of the negotiated agreement, or any other pertinent provision of that agreement. Should there be any conflict between the above summary and the negotiated agreement, the negotiated agreement shall prevail.

The above accurately reflects the understandings reached.

Jefferson Technical College Education Association	Jefferson Technical College
Catherine Higgins 1-26-89	Edward L. Florak 1-26-89
John E. McGuire 1-26-89	Ruth C. Bauer 1/26/89
[illegible] 1-26-89	Michael P. Jaycox 1/26/89
_____	_____
_____	_____

ELF/dh

Jefferson Technical College

OFFICE OF THE PRESIDENT

Memorandum of Understanding

This memorandum of understanding is to clarify the intent of Article XXIV - SALARY SCHEDULE concerning placement on the salary schedule based on the level of education.

During the negotiating team's review of articles in the agreement to remove or correct dates, terminology and/or other language, the sentence, "Present bargaining unit members will be placed on the salary schedule according to their degrees, and post bachelors graduate semester and post masters graduate semester credit hours which can be documented in the personnel files by August 15, 1986." was deleted from the Article. The date was needed only for the initial agreement. The reference, "Unit members will be placed on the salary schedule according to their degrees, and post bachelors graduate semester and post masters graduate semester credit hours." should have been retained. Only the reference to "August 15, 1986" needed deletion.

The College and the Association, by this memorandum of understanding, mutually agree that the sentence, "Unit members will be placed on the salary schedule according to their degrees, and post bachelors graduate semester and post masters graduate semester credit hours." was inadvertently omitted. The College and the Association further agree that placement on the salary schedule column entitled "Bachelors Plus 15" refers to attainment of fifteen post bachelors graduate semester credit hours and that placement on the salary schedule column entitled "Masters Plus 30" refers to attainment of thirty post masters graduate semester credit hours.

This mutual agreement will remain in effect for the term of the current negotiated agreement dated January 1, 1989 through December 31, 1991, and shall be included as an attachment to the agreement. This memorandum of understanding has been approved by the college and the association as indicated by the signature of their respective presidents, which appear below.

Gustave Viggiano — President — 1/26/89 — Date

Jefferson Technical College
Education Association

Edward L. Glorioso — President — 1-26-89 — Date

Jefferson Technical College

1.24

4000 Sunset Boulevard Phone (614) 264-5591 Steubenville, Ohio 43952

ERIC Clearinghouse for Junior Colleges SEP 28 1990